

**CCPOA Unit 6 Negotiations
Management Proposal
August 22, 2007**

**REFERENCE KEY
ROLLOVER
&
ROLLOVER W/ NAME CHANGES ONLY**

Rollover For the following provisions, the state proposes to maintain current language.

Rollover with name changes For the following provisions, the state proposes to maintain current language except due to the enactment of SB 737, change CDC to CDCR/Adult, GYA to DJJ, CPOST to OTPD and other division/program related name changes

ARTICLE/SECTION NUMBER & TITLE		STATE'S POSITION
ARTICLE I — RECOGNITION		
1.01	RECOGNITION	Rollover
ARTICLE II — CCPOA REPRESENTATION RIGHTS		
2.01	DISTRIBUTION OF LITERATURE	Rollover
2.02	ACCESS TO EMPLOYEES	Rollover
2.03	ACCESS TO NEW EMPLOYEES	Rollover
2.04	USE OF STATE FACILITIES	Rollover
2.05	BULLETIN BOARDS	Rollover
2.06	CHIEF JOB STEWARD ASSIGNMENT	Rollover with name changes
2.07	STEWARDS' RIGHTS	Rollover
2.08	USE OF STATE TELEPHONES	Rollover
2.09	QUESTIONNAIRES	Rollover with name changes
2.10	REPRESENTATION ON COMMITTEES	Rollover
2.12	UNION ACTIVITY RELATED TO COLLECTIVE BARGAINING	Rollover
2.13	PRINTING CONTRACT	Rollover
ARTICLE III - ORGANIZATIONAL SECURITY		
3.01	DUES DEDUCTION	Rollover
3.02	AGENCY SHOP	Rollover
ARTICLE IV — STATE'S RIGHTS		
4.02	EMPLOYEE SERVICES	Rollover
4.03	STATE-OWNED HOUSING	Rollover with name changes
ARTICLE V — GENERAL PROVISIONS		
5.01	NO STRIKE	Rollover
5.02	SAVINGS CLAUSE	Rollover
5.03	PROTECTED ACTIVITY	Rollover
5.04	COPIES OF THE MEMORANDUM OF UNDERSTANDING	Rollover
ARTICLE VII — HEALTH AND SAFETY		
7.01	HEALTH AND SAFETY COMMITTEE	Rollover with name changes
7.02	EMERGENCY CARE	Rollover
7.03	REPORT OF INJURY	Rollover
7.04	REFERRAL OF STAFF ASSAULTS	Rollover
7.06	SAFETY EQUIPMENT (ESCAPE AND ESCORTS)	Rollover with name changes
ARTICLE VIII — TRAINING & CAREER DEVELOPMENT		
8.01	OUT-SERVICE TRAINING (NOT MANDATED BY CPOST)	Rollover with name changes

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ARTICLE/SECTION NUMBER & TITLE		STATE'S POSITION
8.02	RELEASE TIME FOR STATE CIVIL SERVICE EXAMS	Rollover
8.04	RESEARCH PROJECTS	Rollover
8.06	CLASS B DRIVER'S LICENSE	Rollover with name changes
ARTICLE IX — GENERAL PERSONNEL		
9.01	PROBATION & ANNUAL PERFORMANCE REPORTS	Rollover with name changes
9.02	SUPERVISORY FILE	Rollover
9.04	ACCESS AND/OR RELEASE OF EMPLOYEE FILES TO NON-DEPARTMENTAL	Rollover
9.05	LETTERS OF INSTRUCTION /WORK IMPROVEMENT DISCUSSIONS	Rollover
9.06	LETTERS OF INSTRUCTION /WORK IMPROVEMENT DISCUSSIONS COMPLAINT DOCUMENTS COMPLAINT DOCUMENTS	Rollover
9.07	OUT-OF-CLASSIFICATION ASSIGNMENTS	Rollover
9.08	CLASSIFICATION PROPOSALS	Rollover
9.10	REQUESTS FOR REINSTATEMENT AFTER AWOL SEPARATION	Rollover
9.11	PEACE OFFICER BILL OF RIGHTS	Rollover
9.12	CDC/CYA DOT DRUG TESTING	Rollover with name changes
9.15	DISCIPLINARY PROCESS	Rollover
9.16	COURSE AND SCOPE PROTECTION	Rollover
ARTICLE X — LEAVES		
10.03	ENHANCED INDUSTRIAL DISABILITY	Rollover
10.06	PARENTAL LEAVE	Rollover
10.07	BEREAVEMENT LEAVE	Rollover
10.08	UNPAID LEAVES OF ABSENCE	Rollover
10.09	JURY DUTY	Rollover
10.10	COURT APPEARANCES	Rollover
10.11	HOLIDAYS	Rollover
10.12	SUBPOENA	Rollover
10.14	UNION PAID LEAVE	Rollover
10.15	CATASTROPHIC TIME BANK	Rollover
10.16	YOUTH CORRECTIONAL COUNSELOR OFFICER USE OF LEAVE CREDITS	Rollover
10.17	ABSENCES FOR DUTY IN UNIFORMED	Rollover
10.18	ANNUAL LEAVE - ENHANCED NDI	Rollover
10.19	TRANSFER OF LEAVE CREDITS BETWEEN FAMILY MEMBERS	Rollover
ARTICLE XI — HOURS OF WORK AND OVERTIME		
11.01	SHIFT AND/OR ASSIGNMENT CHANGES	Rollover with name changes
11.03	CONTINUOUS HOURS OF WORK/DEAD TIME	Rollover
11.05	OVERTIME CHECKS	Rollover
11.06	UNUSED CTO	Rollover
11.07	IST OVERTIME	Rollover
11.09	REDUCED WORK TIME	Rollover
11.10	DEFINITION OF THIRD WATCH	Rollover

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ARTICLE/SECTION NUMBER & TITLE		STATE'S POSITION
11.12	PRIORITY TIME OFF REQUESTS	Rollover
11.13	CALLBACK TIME	Rollover
ARTICLE XII — TRANSFER, SENIORITY, OVERTIME &		
12.01	SENIORITY	Rollover
12.02	PERMANENT INVOLUNTARY TRANSFER BY INVERSE SENIORITY	Rollover
12.03	TEMPORARY INVOLUNTARY REASSIGNMENTS AND TRANSFERS	Rollover
12.05	VOLUNTARY OVERTIME BY SENIORITY	Rollover with name changes
12.06	INVOLUNTARY OVERTIME BY INVERSE SENIORITY	Rollover with name changes
12.08	LAYOFF AND REEMPLOYMENT	Rollover with name changes
ARTICLE XIII — HEALTH & WELFARE		
13.02	DENTAL/VISION ERISA TRUST	Rollover with name changes
13.04	FLEXIBLE BENEFIT PROGRAM	Rollover
13.05	LONG-TERM CARE INSURANCE PLANS	Rollover
13.07	ALTERNATE PRE-RETIREMENT DEATH BENEFIT	Rollover
13.09	SURVIVORS' BENEFITS	Rollover
ARTICLE XIV — ALLOWANCES & REIMBURSEMENTS		
14.02	OVERTIME MEAL BENEFITS AND ALLOWANCES	Rollover
14.03	MOVING AND RELOCATION EXPENSES	Rollover
14.05	BADGES	Rollover with name changes
14.06	REPLACEMENT OF DAMAGED PERSONAL CLOTHING AND/OR ARTICLES	Rollover
14.07	COMMUTE PROGRAM	Rollover
ARTICLE XV — SALARIES		
15.03	MERIT SALARY ADJUSTMENTS	Rollover
15.04	EMPLOYER-PAID RETIREMENT CONTRIBUTIONS	Rollover
15.06	BILINGUAL/SIGN LANGUAGE PAY	Rollover
15.07	PHYSICAL FITNESS INCENTIVE PAY	Rollover
15.09	K-9 DUTY COMPENSATION & OVERTIME	Rollover
15.10	401k PLAN	Rollover
15.11	SALARY DEFINITIONS	Rollover
15.12	OVERPAYMENTS/PAYROLL ERRORS (A/R)	Rollover with name changes
15.14	PERSONAL LEAVE PROGRAM	Rollover
15.16	CORRECTIONAL OFFICER CADET PAY	Rollover
15.18	DEFINED CONTRIBUTION PLAN (PO/FF II)	Rollover
15.20	TAX DEFERRAL OF LUMP SUM LEAVE CASH OUT UPON SEPARATION	Rollover
ARTICLE XVI — GENERAL MISCELLANEOUS — ALL		
16.01	EMPLOYEE SUGGESTIONS	Rollover
16.03	EARLY INTERVENTION PROGRAM/WORK INJURIES	Rollover with name changes
16.05	POST ORDERS/DUTY STATEMENTS	Rollover
16.07	CYA, CDC AND DMH INFORMATION DOCUMENTATION	Rollover with name changes

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ARTICLE/SECTION NUMBER & TITLE		STATE'S POSITION
ARTICLE XVIII — CYA FIELD PAROLES		
18.01	CYA FIELD PAROLE AGENT SAFETY EQUIPMENT & PROCEDURES	Rollover with name changes
18.02	CYA FIELD PAROLE AGENT TRAINING	Rollover with name changes
18.04	CYA FIELD PAROLE AGENT WORKLOAD	Rollover with name changes
ARTICLE XIX — CDC PAROLE AGENTS		
19.01	CDC PAROLE AGENT SAFETY EQUIPMENT & PROCEDURES	Rollover with name changes
19.02	CDC PAROLE AGENT TRAINING	Rollover with name changes
19.03	CDC PAROLE AGENT WORK WEEK	Rollover with name changes
19.04	CDC PAROLE AGENT STANDBY	Rollover with name changes
19.05	CDC PAROLE AGENT CASELOAD AUDITS	Rollover with name changes
19.07	CDC PAROLE AGENT'S USE OF STATE VEHICLES	Rollover with name changes
ARTICLE XX — CORRECTIONAL COUNSELORS I		
20.02	CORRECTIONAL COUNSELOR WORKLOAD	Rollover with name change
ARTICLE XXI — MEDICAL TECHNICAL ASSISTANTS		
21.05	MTA CERTIFICATION AND LICENSE RENEWAL	Rollover with name change
ARTICLE XXII — CYA INSTITUTIONAL PAROLE		
22.02	CYA IPA/CASEWORK SPECIALIST ORIENTATION	Rollover with name change
22.03	CYA IPA/CASEWORK SPECIALIST WORKLOAD	Rollover with name change
ARTICLE XXIV — CYA YOUTH CORRECTIONAL		
24.01	CYA LIVING UNIT	Rollover with name change
24.02	YOUTH CORRECTIONAL COUNSELORS/SHIFT DUTIES	Rollover with name change
24.03	YOUTH CORRECTIONAL COUNSELOR WORKLOAD	Rollover with name change
24.06	YOUTH CORRECTIONAL COUNSELOR VOLUNTARY DEMOTION	Rollover
24.07	CYA INCIDENT DEBRIEFING	Rollover with name change
24.08	PIE USAGE BEHIND YOUTH CORRECTIONAL COUNSELORS	Rollover
24.09	POST ASSIGNMENT BY SENIORITY FOR YOUTH CORRECTIONAL OFFICERS	Rollover with name change
ARTICLE XXV — CAMPS		
25.01	CDC/CYA CAMP FILES	Rollover with name change
25.02	CDC CONTINUOUS HOURS OF WORK/DEAD TIME/EMERGENCIES	Rollover with name change
ARTICLE XXVI — PERMANENT INTERMITTENT		
26.01	PERMANENT INTERMITTENT APPOINTMENTS	Rollover with name change
26.02	MINIMUM WORK TIME FOR INTERMITTENT EMPLOYEES	Rollover
ARTICLE XXVII — APPLICATION AND DURATION		
27.02	APPLICATION OF AGREEMENT	Rollover
APPENDIX		
1	ADDENDUM TO SECTION 6.07 B	Rollover
4	ADDENDUM TO SECTION 19.02 B	Rollover with name change

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ARTICLE/SECTION NUMBER & TITLE		STATE'S POSITION
5	ADDENDUM TO SECTION 18.01	Rollover with name change
SIDE LETTERS		
13	REGARDING SECTION 18.04-CYA PA WORKLOAD	Rollover with name change
14	REGARDING PROPOSED COURT ORDERS	Rollover
19	REGARDING SECTION 12.04-CDC/PAROLE & COMMUNITY SERVICES	Rollover with name change

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 1: RECOGNITION

1.01 Recognition

- A. Pursuant to the Public Employment Relations Board certification, the State recognizes CCPOA as the exclusive representative for employees in the Corrections Unit 6.
- B. Pursuant to Government Code Sections 19815.5 and 3517, CCPOA recognizes the Director of the Department of Personnel Administration (DPA) or his/her designee as the negotiating representative for the State and shall negotiate exclusively with the Director or his/her designee, except as otherwise specifically spelled out in the Agreement.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 2: CCPOA REPRESENTATION RIGHTS

2.01 Distribution of Literature

- A. CCPOA representatives requesting access to Bargaining Unit 6 employees and/or designated non-work locations will check with the appropriate designated management authority to determine availability of space for the distribution of information and/or literature. Access to those locations may be restricted based on space availability and operational necessity. A written list of CCPOA stewards and staff shall be furnished to the State, and CCPOA shall notify the State promptly of any change.
- B. CCPOA may use existing employee mailboxes for distribution of information and/or literature. CCPOA assumes responsibility for the distribution of its own literature, unless mailed through the U.S. Postal System addressed to individual employee(s).

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 2: CCPOA REPRESENTATION RIGHTS

2.02 Access to Employees

- A. CCPOA stewards or representatives seeking access to the employees in a work or secure area, or to review documents, shall provide the department head or designee with reasonable advance notice of the visit. Access may be denied or delayed or limited for reasons of safety, security, public order, or other business-related reasons. Access to employees shall not be unreasonably withheld.
- B. Access to work locations solely for the purpose of observation of the worksite, not involving discussion with employees, may be granted with reasonable advance notice with an appropriate escort. On occasion the representative may need to talk confidentially with the employee or take confidential notes. Under these circumstances, management agrees, if requested by the representative, to ensure reasonable physical separation between the escort, the representative and the employee. However, for legitimate business-related reasons, the representative may be required to take notes or communicate with the employee at an alternate location.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 2: CCPOA REPRESENTATION RIGHTS

2.03 Access to New Employees

- A. CCPOA representatives shall be allowed access to Unit 6 employees (employees) for two (2) hours during the first week of each Academy cycle. CCPOA will provide the State the names of representatives who will be meeting with the new employees one (1) week in advance of the meeting. The time of this access shall be mutually agreed to between CCPOA representatives and the Director of the Academy.
- B. CCPOA representatives shall be allowed access to off-duty employees while at the Academy during the second week of the Academy cycle, or, on other weeks, at a time mutually agreed upon by CCPOA and the Director of the Academy. CCPOA representatives shall be allowed access to off-duty employees at the Academy for an additional four (4) hour period during the midpoint of the Academy cycle provided the cycle is 10 weeks or longer, at a time mutually agreed upon by CCPOA and the Director of the Academy. CCPOA will provide the State with the names of representatives who will be meeting with the new employees one (1) week in advance of the meeting.
- C. The State shall provide CCPOA a schedule of when each new Academy cycle begins at least one (1) month prior to the beginning of each cycle.
- D. At the beginning of each new Academy cycle, the State shall provide CCPOA with a complete roster of the names and work locations of each new employee entering Bargaining Unit 6.
- E. Each CCPOA local Chief Job Steward and designee will have two (2) hours of access to new employees during the employee's orientation at each facility, office, camp, or other places of employment. The local management and CCPOA will meet to pick a specific designated time during this week for the CCPOA presentation. The local CCPOA presenter shall provide the local administration with a pre-planned agenda prior to the orientation. The local administration shall be notified of any changes in that agenda prior to those changes taking place.
- F. Membership Packets and MOU: During both the Academy presentation and the orientation mentioned in paragraph E. above, CCPOA may provide each new employee with a DPA-approved packet of CCPOA information and a copy of the Unit 6 MOU. DPA approval of said packet of information shall not be arbitrarily or capriciously withheld.
- G. The State shall provide CCPOA adequate meeting space and access to audio/video equipment where available at the place the new employees are assembled for orientation.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 2: CCPOA REPRESENTATION RIGHTS

2.04 Use of State Facilities

The State will permit use of certain State facilities for CCPOA meetings, subject to the operating needs of the State and the availability of appropriate space. Requests for use of such State facilities shall be made in advance to the Warden/Superintendent /Regional Administrator or designee. When required in advance, CCPOA shall reimburse the State for additional expenses such as security, maintenance and facility management costs, or utilities, incurred as a result of CCPOA's use of such state facilities. Such costs shall not exceed those uniformly applied to other users.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 2: CCPOA REPRESENTATION RIGHTS

2.05 Bulletin Boards

- A. CCPOA shall have access to employee organization bulletin boards at all work facilities to post materials related to CCPOA activities. Any materials posted must be dated and initialed by the CCPOA representative(s) responsible for the posting, and a copy of all materials posted must be distributed to the Appointing Authority, camp commander, facility head, or unit supervisor at the time of posting.
- B. Where state-owned employee organization bulletin boards exist, the Department shall provide reasonable bulletin board space for the exclusive use of CCPOA; or as an alternative, at its expense, CCPOA may provide at each camp or facility one or more (as described and limited in paragraph J.), with optional cover and lock, not to exceed 36" x 48" in size, and to be placed as described in paragraphs K. and L. Installation will be by the Department. In those cases where the bulletin board is provided with a lock, the Appointing Authority, camp commander, facility head, or unit supervisor shall be provided, at CCPOA's expense, two (2) keys to the lock. Such keys will not be used except in case of a safety hazard, or in violation of a no-strike provision or as such in paragraph E. herein; even in such instances the key shall not be used without a reasonable effort to have a CCPOA representative present. Any CCPOA bulletin board shall be installed in a location consistent with institutional safety, security and operational needs.
- C. If bulletin boards in a snack bar exist at facilities beyond those described below, CCPOA shall only be entitled to share such boards and have reasonable space on such boards.
- D. Nothing in this Article shall be construed to require the State to move or remove existing employee or management bulletin boards from their present locations.
- E. CCPOA agrees that nothing illegal or which threatens the safety or security of the facility, or which is of racist, sexist, obscene, defamatory (material which not only impugns the character or reputation of the subject, but is also false) or of a partisan/political nature shall be posted.
- F. Materials posted by an employee of the State shall be posted on the employee's own time.
- G. Should CCPOA decide to place an exclusive bulletin board in a parole facility, size and location shall be reasonably determined by local administration and board size shall be no more than 2 feet by 3 feet.
- H. Size and location of exclusive boards in new facilities shall reasonably be determined by local administration after consultation with CCPOA and the board size shall be no more than 3 feet by 4 feet.
- I. When CCPOA has a local concern over the number of bulletin boards, the Appointing Authority, camp commander, facility head, or unit supervisor and the CCPOA Chapter Chief Job Steward shall meet to determine locations of the bulletin boards.

- J. The number of bulletin boards and locations at each institution will remain the same. Any alterations of existing practices must be locally negotiated and agreed upon by both sides.
- K. CCPOA is allowed one (1) bulletin board in each Unit 6 parole office, facility, and camp.
- L. As new institutions, facilities, camps or offices are opened, the Appointing Authority, camp commander, facility head, or unit supervisor, and the CCPOA Chapter Chief Job Steward shall meet to determine the locations of the bulletin boards at that institution, facility, camp or office.
- M. CCPOA may add a literature distribution box and/or mail box under each of the CCPOA bulletin boards, if it so chooses.
- N. This section shall be administered in accordance with Arbitrator Bonnie Bogue's decision on Case No. 39596-63a dated December 5, 1996.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 2: CCPOA REPRESENTATION RIGHTS

2.06 Chief Job Steward Assignment

- A. Chief Job Stewards shall be given an assignment in accordance with ~~GDC/CYA~~ Adult/Division of Juvenile Justice (DJJ) post and bid/post assignment by seniority sections of this MOU. This shall exclude Chief Job Stewards' positions at camps.
- B. In ~~CYA~~ DJJ institutions and/or facilities having more than six (6), and ~~GDC~~ Adult institutions having more than nine (9) MTA positions, plus the Youth Training Center and Northern California Youth Correctional Center, CCPOA shall be able to designate one (1) Chief Job Steward from an MTA classification who shall be placed in a second watch position, with Saturdays and Sundays off where possible, if the steward so requests.

CCPOA shall be able to designate one (1) additional Chief Job Steward at CIM, CMC and CMF as well as any ~~GDC~~ Adult institution where the authorized number of MTA positions is forty (40) or more.
- C. There shall be no more than two (2) Chief Job Stewards for the MTAs employed within DMH Mental Health Unit. The Chief Job Steward(s) shall be placed in a second watch position with Saturdays and Sundays off, where possible, if the steward so requests.
- D. In the ~~GDC~~ Adult and ~~CYA~~ DJJ camps, CCPOA shall designate one (1) Chief Job Steward of ~~GDC~~ Adult Camps (North), one (1) of ~~GDC~~ Adult Camps (Central), one (1) of ~~GDC~~ Adult Camps (South) and one (1) ~~CYA~~ DJJ Camps (statewide).

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 2: CCPOA REPRESENTATION RIGHTS

2.07 Stewards' Rights

- A. The State recognizes and agrees to deal with designated stewards or staff of CCPOA on all matters relating to the administration of this MOU.

A written list of CCPOA stewards, broken down by department and designated area of primary responsibility, shall be furnished to the State immediately after their designation and CCPOA shall notify the State promptly of any changes of such stewards. CCPOA stewards shall not be recognized by the State until such lists or changes thereto are received. A CCPOA steward's "area of responsibility" means institution, office or building. However, the parties recognize that it may be necessary for CCPOA to assign a steward responsibility for several small offices or buildings within a close proximity.

- B. Upon request of an employee, or on behalf of a CCPOA-filed grievance, a CCPOA steward may:
1. Investigate an employee grievance, including health and safety grievances, and assist in its presentation, provided it is in the steward's department and designated area of primary responsibility;
 2. Provide representation of an employee at an interrogation, fact-finding, investigatory interview, or similarly-purposed discussion which has as its purpose the gathering of facts to support adverse actions;
 3. Provide representation on E.E.O. complaints, disputes over modified duties/reasonable accommodation, and "return-to-work" hearings;
 4. Provide representation at shooting review boards or as allowed by the Peace Officers' Bill of Rights;
 5. Participate in meetings with local management including local Meet and Confer sessions as may be delegated and required by this MOU.
- C. The steward shall be allowed reasonable time for the purpose of representing employees during working hours without loss of compensation, subject to prior notification and approval by the steward's immediate supervisor. The grievant's immediate supervisor may temporarily deny access to any CCPOA steward for operational necessity. Supervisors shall not unreasonably withhold time off or deny access for purposes of grievance preparation. Investigation of a grievance or adverse action shall not interfere with the work of other employees.
- D. Employees shall be entitled to reasonable time off without loss of compensation to confer with a CCPOA representative on representational matters at the work location in accordance with subsection B. above during work hours, subject to approval of the employee's supervisor.
- E. Pursuant to Government Code 3303(h), the representative shall not be required to disclose, nor be subject to any punitive action for refusing to disclose, any information received from the Peace Officer under investigation for non-criminal matters.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 2: CCPOA REPRESENTATION RIGHTS

2.08 Use of State Telephones

- A. CCPOA representatives and job stewards shall be permitted reasonable access to State telephones to make calls for CCPOA representation purposes; provided, however, that such access to State telephones shall not result in any additional costs to the State, nor shall it interfere with the conduct of State business.
- B. Personally owned cellular telephones and paging devices will only be allowed within the security areas of institutions/facilities upon Appointing Authority approval.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 2: CCPOA REPRESENTATION RIGHTS

2.09 Questionnaires

It is the intent of the State employer that all management questionnaires originated by the ~~Department of Corrections (CDC) and/or Youth Authority (CYA)~~ California Department of Corrections and Rehabilitation (CDCR) not infringe upon the rights afforded to CCPOA under the Ralph C. Dills Act. Copies of all management questionnaires directed toward employees and originated by the departments shall be furnished to CCPOA one (1) week prior to questionnaires being distributed to employees. The State shall also furnish CCPOA, within a reasonable time frame, a copy of all published findings from said study.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 2: CCPOA REPRESENTATION RIGHTS

2.10 Representation on Committees

- A. If a management-initiated committee has Unit 6 employees participating on said committees or in its meetings, and/or the committee is developing a plan or policy on issues within the scope of representation, CCPOA shall be provided a seat on the committee. The work of said committee shall not be in any way construed as "Meet and Confer" as defined under the Ralph C. Dills Act. A copy of official minutes, when taken, of said committee meetings shall be provided to the CCPOA representative on the committee.
- B. Only CCPOA's headquarters may negotiate or designate someone to negotiate any issue, whether statewide or local, under the Meet and Confer sections of the Ralph C. Dills Act or this Agreement.
- C. The State shall not negotiate with or enter into memoranda of understanding or adjust grievances or grant rights or benefits covered by this Agreement or within CCPOA's scope of representation unless such action is with CCPOA's written concurrence.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 2: CCPOA REPRESENTATION RIGHTS

2.12 Union Activity Related to Collective Bargaining

- A. The State shall annually provide the amount of release time to CCPOA for activity related to collective bargaining pursuant to the parties' agreement of December 11, 2001.
- B. The Department of Personnel Administration and CCPOA shall meet annually in advance of the time when the union activity will be conducted to determine the allocation of time between departments which employ Unit 6 employees.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 2: CCPOA REPRESENTATION RIGHTS

2.13 Printing Contract

The State will reimburse CCPOA for the actual cost of printing the MOU up to the agreed upon amount. CCPOA will provide the State with a reasonable number of printed contracts.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 3: ORGANIZATIONAL SECURITY

3.01 Dues Deduction

- A. It is the intent of this section to provide for payroll deductions of CCPOA members in Unit 6, relative to dues and insurance programs. CCPOA dues, regular and general assessments, and other membership benefit deductions properly and lawfully authorized will be deducted by the State from the salary of each employee in an amount specified by CCPOA and in accordance with State Controller's Office administrative policies and procedures and transmitted to CCPOA. Amounts deducted shall be set by CCPOA and changed by the State upon written request of CCPOA. CCPOA agrees to pay charges for service in accordance with State Controller's Office administrative procedures. The State agrees to provide prior notification of State Controller's Office service rate changes to the CCPOA.
- B. The written authorization for CCPOA dues deductions shall remain in full force and effect during the life of this MOU.
- C. CCPOA hereby agrees in consideration of forbearance by the State Controller, at the request of CCPOA of the Controller's right to require a waiver from State employees of any liability for inadvertence or error, as a condition of making payroll deductions for payment to CCPOA pursuant to the Government Code Sections 1151 and 1152, and of benefits accruing to CCPOA, as a result of such forbearance. CCPOA hereby agrees to hold the State of California, the State Controller and his/her employees harmless from liability for any errors in withholding or transmitting payroll deduction monies for CCPOA except for liability to CCPOA for monies actually withheld, but not transmitted.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 3: ORGANIZATIONAL SECURITY

3.02 Agency Shop

Since CCPOA has certified that it has a CCPOA membership of at least fifty percent (50%) of the total number of full-time employees in Unit 6, CCPOA is allowed to collect a "fair share" fee from non-CCPOA members who are employees in Bargaining Unit 6.

The fair share shall operate in accordance with the following:

- A. The State employer agrees to deduct and transmit to CCPOA all deductions authorized on a form provided by CCPOA, and pursuant to Government Code Section 3515.7, to deduct and transmit to CCPOA all fair share fees from State employees in Unit 6 who do not elect to become members of CCPOA. The State employer agrees to deduct and transmit all deductions and fair share fees during the life of this MOU and after the expiration of this MOU until: (1) a successor agreement is reached, or (2) implementation of the State's last, best and final offer after negotiations, whichever comes first. The State shall deduct and transmit fair share fees effective with the first pay period following ratification of this MOU. Such authorized dues deductions and fair share fees shall be remitted monthly to CCPOA along with an adequate itemized record of deductions. CCPOA shall pay any reasonable costs incurred by the State Controller. The State employer shall not be liable in any action brought by a State employee seeking recovery of, or damages for, improper use or calculation of fair share fees and CCPOA agrees to hold the state employer harmless for any such action.
- B. Any employee may withdraw from CCPOA by sending a signed withdrawal letter to CCPOA with a copy to the State Controller. Employees who withdraw from CCPOA shall be subject to paying a CCPOA fair share fee as provided above.
- C. The amount of membership dues and fair share fees shall be set by CCPOA and changed by the State upon written notice from CCPOA. CCPOA agrees to notice all affected employees any time there is a change in membership dues or fair share fees.
- D. CCPOA agrees to indemnify, defend and hold the State harmless against any claims made of any nature and against any suit instituted against the State arising from its checkoff for CCPOA deductions.
- E. Pursuant to Government Code Section 3515.7(c), any employee who is a member of a religious body whose traditional tenet or teachings include objections to joining or financially supporting employee organizations shall not be required to financially support CCPOA. That employee, in lieu of a membership fee or fair share fee deduction, shall instruct the State employer, via a means prescribed by the State Controller, to deduct and pay sums equal to the fair share fee to a non-religious, non-labor organization, charitable fund approved by the State Board of Control for receipt of charitable contributions by payroll deductions.

- F. If an employee who holds conscientious objections pursuant to this item requests individual representation in a grievance, arbitration, or administrative hearing from CCPOA, CCPOA may charge the employee for the reasonable costs of such representation.
- G. An employee who pays a fair share fee shall be entitled to fair and impartial representation by CCPOA. A breach of this duty shall be deemed to have occurred if CCPOA's conduct in representation is arbitrary, discriminatory or in bad faith.
- H. CCPOA agrees to keep an adequate record of its financial transactions and shall make available annually, to the Public Employment Relations Board (PERB) and to employees in Unit 6 within ninety (90) days after the end of its fiscal year, a detailed written financial report in the form of a balance sheet and an operating statement, certified as to accuracy by the president and treasurer or comparable officers of CCPOA. In the event of failure to comply with this section, the State employer or any employee in Unit 6 may petition the PERB for an order compelling compliance.
- I. CCPOA agrees to annually notify any state employee who pays a fair share fee of his or her right to demand and receive from CCPOA a return of any part of that fee paid by him or her which represents the employee's traditional pro rata share of expenditures by CCPOA that is either in aid of activities or causes of a partisan, political, or ideological nature only incidentally related to the employee's terms and conditions of employment, or applied toward the cost of any other benefits available only to members of CCPOA.
- J. A fair share form of organizational security enacted pursuant to this article may be rescinded by a majority of those votes cast, rather than a majority of members of the unit, provided that: (a) a request for such a vote is supported by a petition containing the signatures of at least thirty percent (30%) of the permanent full-time employees in the unit; (b) the vote is by secret ballot; and, (c) the vote may be taken at any time during the term of this MOU. If the PERB determines that the appropriate number of signatures has been collected, it shall conduct the vote in a manner which it shall prescribe.
- K. No provision of this article shall be subject to the grievance and arbitration procedure contained in this MOU.
- L. Should a majority of employees in Unit 6 rescind the fair share form of organizational security of this MOU, all employees who are, or voluntarily become, members of CCPOA shall remain members of CCPOA, except that a maintenance of membership provision shall not apply to any employee who within thirty (30) days prior to the expiration of the MOU withdraws from CCPOA by sending a signed withdrawal letter to CCPOA with a copy to the State Controller.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 4: STATE'S RIGHTS

4.02 Employee Services

Employee services will continue unless eliminated or modified by management because of economic, program(s) or business-related reasons.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 4: STATE'S RIGHTS

4.03 State-Owned Housing

The State employer shall provide CCPOA with reasonable notice if state-owned housing rates or utility rates are to be increased and shall Meet and Confer with CCPOA over such increases.

| During the life of this MOU, the ~~CDC~~ CDCR and CCPOA shall form a joint labor/management committee to make recommendations to Department of General Services concerning increasing state-owned housing.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 5: GENERAL PROVISIONS

5.01 No-Strike

- A. During the term of this Agreement, neither CCPOA nor its agents or any Bargaining Unit 6 employee, for any reason, will authorize, institute, aid, condone or engage in a work slowdown, work stoppage, strike or any other interference with the work and statutory functions or obligations of the State.
- B. CPOA agrees to notify all of its officers, stewards and staff of their obligation and responsibility for maintaining compliance with this section, including the responsibility to remain at work during an interruption which may be caused or initiated by others, and to encourage employees violating this section to return to work.
- C. The State may discharge, suspend, demote or otherwise discipline any employee who violates this section. Nothing contained herein shall preclude the State from obtaining judicial restraint and damages in the event of a violation of this section.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 5: GENERAL PROVISIONS

5.02 Savings Clause

Should any provision of this Agreement be found unlawful by a court of competent jurisdiction or invalidated by subsequently enacted legislation, the remainder of the Agreement shall continue in force. Upon occurrence of such an event, the parties shall Meet and Confer as soon as practical to renegotiate the invalidated provision(s).

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 5: GENERAL PROVISIONS

5.03 Protected Activity

- A. The State and the Union shall not impose or threaten to impose reprisals on employees, to discriminate or threaten to discriminate against employees, or otherwise to interfere with, restrain or coerce employees because of their exercise of rights guaranteed by the Ralph C. Dills Act.
- B. The State shall not impose or threaten to impose reprisals on the Union, to discriminate against the Union, or otherwise to interfere with, restrain, or coerce the Union because of the exercise of rights guaranteed to it by the Ralph C. Dills Act.
- C. The requested remedy for alleged violations of this section shall be through the grievance and arbitration procedure contained in this MOU. Grievances alleging violations solely of this section may be filed directly at the second level of review no more than ninety (90) days from the occurrence giving rise to the grievance, or ninety (90) days from when the Union reasonably should have known about the alleged violation.

Grievances regarding this section may be appealed to arbitration following the third (departmental) level of review.
- D. Should the grievance eventuate in arbitration, the Arbitrator's decision and award shall be final and binding on all the parties. The Arbitrator shall have full authority to grant any appropriate remedy, including, but not limited to, a remedy or award which a PERB Administrative Law Judge could grant.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 5: GENERAL PROVISIONS

5.04 Copies of the Memorandum of Understanding

- A. CCPOA will print, at CCPOA expense, sufficient copies of this Memorandum of Understanding to supply a copy to each employee. CCPOA will bulk mail sufficient copies to each institution, facility, camp and parole office at CCPOA expense.
- B. Three (3) CCPOA Job Stewards at an institution with two hundred (200) or more Bargaining Unit 6 employees shall be given two (2) hours of "Official Business Time" on five (5) locally-negotiated days in order to distribute copies of this Memorandum of Understanding. Three (3) CCPOA Job Stewards at an institution with less than two hundred (200) Bargaining Unit 6 employees shall be given two (2) hours of "Official Business Time" on three (3) locally-negotiated days in order to distribute copies of this Memorandum of Understanding. One (1) CCPOA Job Steward or designee at each camp shall be given one (1) hour of "Official Business Time" on four (4) locally-negotiated days in order to distribute copies of this Memorandum of Understanding. One (1) CCPOA Job Steward per parole region shall be given sixteen (16) hours of "Official Business Time" to travel throughout his/her region to distribute copies of the Memorandum of Understanding and answer questions regarding the contract.
- C. The State employer may purchase copies of this Memorandum of Understanding from CCPOA at CCPOA's cost.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 7: HEALTH AND SAFETY

7.01 Health and Safety Committee

- A. The State shall attempt to provide a reasonably safe and healthy work environment for State employees. CCPOA acknowledges the need to work with management towards this effort, as do all State employees.
- B. Recognizing this responsibility the parties agree to establish a Health and Safety Committee at each institution and where appropriate, each parole region and camp.
- C. Each Health and Safety Committee may consist of one (1) member from each bargaining unit represented at each institution, or when appropriate, parole region or camp. If a safety committee already exists, CCPOA shall have one (1) representative on that committee.
- D. Any employee designated by CCPOA as representative to the Health and Safety Committee shall suffer no loss of regular pay as a result of attendance at such meetings; however, no overtime compensation will be paid. Normally, meetings will be scheduled Monday through Friday, between the hours of 8 a.m. to 5 p.m.
- E. Meetings of the Health and Safety Committee shall be held a minimum of once each quarter, with a goal of meeting once each month, upon receipt of written agenda items from any committee member. Agenda items shall be delivered or mailed, at least five (5) days prior to the meeting day, to the Warden/Superintendent/GDC Adult Regional Administrator CDCR Associate Director, or his/her designee.
- F. The Warden/Superintendent/~~CDC Regional Administrator~~ CDCR Associate Director, or his/her designee shall serve as chairperson of the Health and Safety Committee, and be responsible for scheduling meeting dates, times, and locations.
- G. The Health and Safety Committee shall meet, identify and discuss safety issues, make recommendations, promote safety and encourage all employees to be more safety conscious. Security is an appropriate topic of discussion if it impacts on employee safety.
- H. It is understood that references to safety and health conditions of work are not intended to include those hazards and risks which are an ordinary characteristic of the work or are reasonably associated with the performance of an employee's responsibilities and duties. It is not the intent of this section to prevent full discussion of proposed remedies to any safety hazard or risk which is an ordinary characteristic of the work or is ordinarily associated with the performance of an employee's responsibilities and duties. This shall include the opportunity of either party to discuss those Health and Safety grievances which cite concerns other than a clear and present danger.
- I. If minutes of the Safety Committee meeting are taken, a copy shall be provided to the CCPOA representative on the Committee.

- J. The Health and Safety Committee shall, at its regularly scheduled meetings, review and make recommendations for the responses to safety grievances referred to it. Recommendations to the second level reviewers of the Health and Safety grievance procedure shall be within a reasonable period of time, but not to exceed thirty (30) days from the initial review of the Committee.
- K. The State shall familiarize all members of the Health and Safety Committee with SB-198.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 7: HEALTH AND SAFETY

7.02 Emergency Care

- A. Whenever an employee receives an on-the-job injury, or becomes seriously ill and requires immediate attention, the employer shall make his/her best efforts to immediately obtain or provide appropriate first-aid or medical care. If immediate hospitalization is required, the State shall take the employee to the nearest hospital facility which is able to render the appropriate treatment and care in the most expeditious means available.
- B. The gathering of evidence shall not take precedence over the provision of prompt medical treatment for the employee.
- C. At each facility there will be a staff person on duty at all times who is authorized to call for an ambulance where necessary for emergency medical reasons.
- D. Where procedures are not currently so established, each State facility shall establish procedures for the prompt evacuation and/or transportation of injured employees. The State agrees to work with CCPOA through local Health and Safety Committees in the development or review of contingency plans or procedures for providing emergency care, particularly in those locales where ambulance service is not readily available for the institution.
- E. Each institution, facility or camp shall maintain at least one (1) vehicle in good operating condition for the purpose of transporting injured employees if necessary.
- F. If circumstances permit, the employee's personal choice of physician or medical facility will be utilized. Employees may submit, in writing, their choice of personal physician to be utilized in the event of an injury on the job.
- G. The Chief Job Steward, or designee, shall be notified when an employee suffers a job related injury or illness (precipitated by a inmate/ward such as an assault, infectious disease) that requires the employee to be examined by departmental medical staff, or necessitates the employee to leave the institution for treatment. This would also include injury or illness from biohazard exposure, malfunction of and/or structural deficiencies.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 7: HEALTH AND SAFETY

7.03 Report of Injury

- A. At all times, supervisors of all employees must complete the appropriate "Report of Injury" form within twenty-four (24) hours of being notified that a work-related accident has resulted in physical injury to any employee. The supervisor shall provide the employee with a copy of the completed Report of Injury form.
- B. Any injury suffered by an employee not witnessed by his/her supervisor, shall be reported in writing by the employee to his/her supervisor as soon as conditions permit.
- C. It is the intent of this provision to ensure that staff injuries are reported on a timely basis.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 7: HEALTH AND SAFETY

7.04 Referral of Staff Assaults

- A. With the consent of the employee, the Department shall take pictures, as soon as is reasonably possible, of all visible staff injuries which are the result of a ward/inmate assault and/or battery. The photographs will be included as part of the incident file. The incident file will be maintained by the institution S&I, ISU, DDMS investigative unit.
- B. The departments shall report each staff assault to the local CCPOA Chief Job Steward.
- C. The departments shall refer all cases involving a ward/inmate assault and/or battery, as defined by existing laws, on a Bargaining Unit 6 employee to the appropriate prosecuting authority.
- D. Each appointing Authority shall have a joint labor/management committee that shall review all staff assaults. A primary purpose of said committee shall be to review the circumstances surrounding each staff assault and determine whether steps can be taken to reduce the number of assaults. The committee shall be distinct from any "use of force" committees. The committee shall meet on a regular basis to ensure that all assaults are reviewed within thirty (30) days of occurrence.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 7: HEALTH AND SAFETY

7.06 Safety Equipment (Escapes and Escorts)

- A. The State shall determine the protective and safety equipment to be issued to employees who are assigned to escape duty or escort/transportation duty. This equipment may include firearms, mechanical restraints, chemical restraints, communication devices, badges, distinguishable clothing, CPR masks, protective vests, and other equipment deemed necessary by the departments.
- B. ~~CYA-DJJ~~ Transportation Officers and Dog Handlers shall also be issued firearms.
- C. Transportation Officers escorting on out-of-state trips, and not in uniform, may purchase and use a belt badge during such trips.
- D. ~~CDC-Adult~~ and ~~CYA DJJ~~ vehicles dedicated for transportation of inmates/wards shall contain a radio or cellular telephone capable of communicating with the California Highway Patrol.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 8: TRAINING AND CAREER DEVELOPMENT

8.01 Out-Service Training (~~For training not mandated by CPOST~~)

- A. The State employer agrees to reimburse employees for expenses incurred as a result of satisfactorily completing out-service training/education courses required and approved by the Department, ~~but not mandated by CPOST~~. Such reimbursement shall be limited to:
 - 1. Tuition and/or registration fees;
 - 2. Cost of course-required books;
 - 3. Transportation or mileage expenses;
 - 4. Toll and parking fees; and
 - 5. Lodging and subsistence expenses.Reimbursement for these expenses shall be in accordance with the Business and Travel Expense provision of this MOU.
- B. If the State agrees with an employee's participation in non-required, career-related out-service training, the State employer shall reimburse the employee for up to fifty percent (50%) of tuition and course-required books, within institution/facility/region budgetary limitations. This reimbursement shall be made only after the employee has satisfactorily completed the training. Travel, per diem and miscellaneous expenses are not reimbursable. Normally, attendance will be on the employee's own time.
- C. An employee who does not satisfactorily complete a training course as in A. or B. above, shall not be eligible for reimbursement for expenses and shall agree to return any advance payment received.
- D. An employee or his/her estate shall receive reimbursement for authorized expenses if the training is terminated prior to completion either:
 - 1. At the convenience of the State, provided that the employee has satisfactorily participated during the training; or,
 - 2. Because of death, prolonged illness, disability or other similar eventuality beyond the control of the employee.
- E. The parties agree that training on rape prevention and sexual harassment awareness are appropriate subjects for high priority consideration.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 8: TRAINING AND CAREER DEVELOPMENT

8.02 Release Time for State Civil Service Examinations and Interviews

- A. Upon giving reasonable advance notice, but no less than two (2) days, to his/her supervisor, an employee otherwise qualified shall be permitted to participate in a State Civil Service Examination during the employee's work hours if the examination is scheduled during such a period.

The employee participating in a State Civil Service Examination shall be allowed no more than four (4) hours of official business time for travel. If he/she requires additional travel time, the employee will be allowed to use a reasonable amount of either accrued vacation credits, CTO, PLP credits, or holiday time.

- B. Upon giving reasonable advance notice, but no less than two (2) days the State shall accommodate a shift change request from an employee who is scheduled to work first watch on the day of the examination, or from an employee who is scheduled to work third watch the day before the examination and the examination is scheduled to begin earlier than 10 a.m.
- C. Employment interviews for eligibles on employment lists shall be considered part of the examination process for purposes of this section; and shall also be entitled to the travel time provisions in paragraph A. above.
- D. Upon giving reasonable advance notice, but no less than two (2) days, the State shall allow the employee to burn a reasonable amount of either accrued vacation credits, CTO, PLP credits, or holiday credits to attend interviews for lateral transfers.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 8: TRAINING AND CAREER DEVELOPMENT

8.04 Research Projects

By requesting through the Warden/Superintendent/Regional Administrator, and with the approval of the Department Director, an employee may use State facilities for the purpose of conducting research when the employee is pursuing continuing education credits, is involved in a research project, or is involved in other department-approved training. The employee shall provide a project outline indicating the purpose and scope of the project. The employee may request information as to whether or not the Department is conducting research on a specific subject matter. The use of State facilities shall not result in increased costs to the State nor shall the rights of clients, patients, inmates, wards, or students be compromised.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 8: TRAINING AND CAREER DEVELOPMENT

8.06 Class B Driver's License

When the Departments of the ~~Youth Authority~~, Mental Health, or CDCR ~~Corrections~~ determine that an employee needs to obtain a Class B vehicle license, the departments shall reimburse the employee for any deductible or fee that the employee may be charged by their physician for conducting the examination and providing the medical certification. Employees requiring a Class B vehicle license will incur no out-of-pocket expenses to obtain the license. Employees shall be allowed to take the examination on State release time without loss of compensation. The Department shall provide the appropriate vehicle for the Class B examination.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 9: GENERAL PERSONNEL

9.01 Probation and Annual Performance Reports

- A. All performance reports shall be in writing and state whether or not the employee has been performing his/her duties successfully. An overall rating of satisfactory or higher shall be considered an indication of successful job performance. For reports utilizing numerical points, an overall average of two (2.0) or above shall be considered as successful job performance. There is to be no rounding.
 - 1. Probationary performance reports shall be completed at sufficiently frequent intervals to keep the employee adequately informed of progress on the job and shall only cover the time since the previous report. The final probationary performance report may summarize the previously issued probationary performance reports.
 - 2. In CDG Adult, annual performance reports shall be due on the employee's birth date, and only cover up to the immediate twelve (12) months prior to the due date of the report. If the employee's first annual performance report is due less than three (3) months from completion of probation, the annual performance report will not need to be completed until the following calendar year, but will cover the entire period from the final probationary performance report.
 - 3. In CYA DJJ, the existing practice of Annual Performance Reports being due in the same month for all BU6 employees at each facility will continue.
- B. While in the process of completing the annual performance report or a probationary report, the employee's supervisor shall personally meet with the employee to review the report, any notes, documents, or audits utilized in preparing the report. Nothing of a negative nature shall be mentioned in a performance report if the performance was not previously documented and discussed with the employee during the rating period. Unless an employee's performance was of a continuing nature or the instance was particularly egregious, a singular event shall not be the basis for a substandard rating. Generally, employees who correct their performance to satisfactory during the rating period should receive a standard or better rating.
- C. Performance reports shall, as a general rule, be completed and issued to the employee no later than thirty (30) days after the due date of the report. At the time an employee signs his/her probationary or annual performance report, a copy will be provided to the employee.
- D. The probationary period for all employees shall be one (1) year. PIEs must work twelve (12) calendar months and physically work a minimum of 1,680 hours in order to complete their probationary period.
- E. Performance reports shall be maintained in an employee's official personnel file in accordance with each Department's retention schedule, at which time it shall be removed and given to the employee unless he/she requests that it be destroyed.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 9: GENERAL PERSONNEL

9.02 Supervisory File

Except when a rejection on probation or an adverse action is being prepared, the notes and documents which were used in preparing the report, or which have time limitations which have lapsed, shall be removed from supervisory files upon expiration of the grievance time frame and given to the employee unless he/she requests that it be destroyed, this shall include any documents which are maintained electronically. Any reference to adverse actions should not be maintained in the supervisory file other than any reference to such in the most current performance report.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 9: GENERAL PERSONNEL

9.04 Access and/or Release of Employee Files to Nondepartmental Persons

Unless released pursuant to court order or subpoena, information in the employee's official personnel, training/IST, medical, citizens complaint and/or supervisory files is confidential, and will be available for inspection only to the employee, his designee, the department head, or his/her designee in connection with the proper administration of the department's affairs and/or supervision of the employee, and the employee shall be immediately informed of the service of a subpoena requesting release of information from his/her file, or of a court order effecting the same.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 9: GENERAL PERSONNEL

9.05 Letters of Instruction/Work Improvement Discussions

- A. LOIs/WIDs shall contain a specified expiration date, not to exceed one (1) year from the date that management should have reasonably known of the incident resulting in the LOI/WID. A LOI/WID should be removed from all of the employee's files prior to its expiration date, provided that all requirements contained in the LOI/WID have been met. Upon the employee's request to the Appointing Authority or his/her designee, the LOI/WID shall be removed and given to the employee unless he/she requests that it be destroyed.
- B. LOIs/WIDs shall be issued in a timely fashion, generally within thirty (30) days from when the incident occurred or from date of discovery of the incident that forms the basis for the LOI/WID. Unless special circumstances exist, LOIs/WIDs should not be written if the knowledge of the incident is more than thirty (30) days old.
- C. In cases where departmental staff are investigating an employee in a situation in which adverse action potentially may follow, and the decision is made to give the employee an LOI/WID, the LOI/WID shall be issued in a timely fashion, generally within thirty (30) days from the decision to give the employee an LOI. This will not prevent the parties from negotiating a formal adverse action down to an LOI/WID.
- D. The parties agree that LOIs/WIDs (or similar documents regardless of title as discussed in subsection E below) are instructional and intended to improve job performance. Accordingly, LOIs/WIDs shall not be cited as charges in any adverse action. They may be used as supporting evidence by the State in a later disciplinary case, if the expiration date has not yet occurred, in order to show that the State has put the employee on notice about what is expected in the future.

The LOI/WID (or similar document) may only be cited in or submitted as support for a subsequent adverse action to prove the employee knew about a law, rule, policy or employer expectation. The document shall not be cited in a subsequent Notice of Adverse Action or admitted into evidence to prove prior misconduct (or a pattern of misconduct) leading to the adverse action.
- E. This provision shall not be circumvented by calling the document by another title such as: Letter of Informal Discussion, Report of Counseling, Letters of Contact, or Expectations of Work Performance memos. Such "minor" corrective memos are to be placed in the employee's supervisory file, but not in the employee's personnel file.
- F. The employee shall have the right to submit a rebuttal to any LOI/WID, or any such comment referred to in subsection E. above. This rebuttal shall be attached to and shall accompany the LOI/WID.
- G. Disputes concerning this section are adjudicated under the mini-arb section. However, a violation of Section D above is arbitrable under sections 6.11 and 6.12 and 6.11 C in particular. The Arbitrator cannot in making his/her decision evaluate, review, or in any other manner involve the contents of the disputed document.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 9: GENERAL PERSONNEL

9.06 Adverse Action and Citizen Complaint Documents

- A. Upon the employee's written request, all official Notices of Adverse Action, all documentation leading to or supporting or proposing such action, and all SPB decisions rendered in such cases will be purged from the employee's official personnel file(s) after three (3) years.
- B. Upon the employee's written request, all citizens' complaints, reports and findings related to Penal Code Section 832.5 shall be purged from the Department's files after a period of five (5) years.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 9: GENERAL PERSONNEL

9.07 Out-of-Classification Assignments

- A. Notwithstanding Government Code Sections 905.2, 19818.8, an employee may be required to perform work other than that described in the specification for his/her classification for up to one hundred twenty (120) consecutive calendar days during a fiscal year.
- B. Out-of-Class When Required

If a department head or designee requires an employee, in writing, to work in a higher classification for more than fifteen (15) calendar days, the employee shall receive a pay differential of five percent (5%) over his/her normal daily rate of the class to which he/she is appointed for that period in excess of fifteen (15) calendar days. If a department head or designee requires, in writing, an employee to work in a higher classification for thirty (30) consecutive calendar days or more, the employee shall receive a pay differential of five percent (5%) over his/her normal daily rate of the class to which he/she is appointed from the first day of the assignment. If the assignment to a higher classification is not terminated before it exceeds one hundred twenty (120) consecutive calendar days, the employee shall be entitled to receive the difference between his/her salary and the salary of the higher class at the same step the employee would receive if the employee were to be promoted to that class, for that period in excess of one hundred twenty (120) consecutive calendar days. The five percent (5%) differential shall not be considered as part of the base pay in computing the promotional step in the higher class.
- C. Should any employee file suit against CCPOA seeking to declare this provision illegal, the State shall indemnify for any costs incurred in defending itself.
- D. The State shall not rotate employees in and out of out-of-class assignments for the purpose of avoiding payment of an out-of-class differential.
- E. It is not the State's intent to select employees for out-of-class assignments based on favoritism.
- F. If any dispute arises about this out-of-class section (subsections A. through G.) an employee may file a grievance and arbitrate the grievance utilizing the mini-arb process described in Article VI.

- G. It is not the intent of either party to circumvent any certified hiring or promotional list, or the Merit System in general. Furthermore, whenever possible, the Appointing Authority shall choose employees for out-of-class appointments from the current hiring list for the particular job classification for which the employee is to be hired on an acting basis. If there is no appropriate current hiring list at the local facility or office complex, the State shall assign the out-of-class duty only to those employees who are qualified to take the examination for entry into that classification. Permanent employees who vacate positions to accept out-of-class assignments shall have a mandatory right of return to their former position and assignment, when possible, upon the conclusion of the out-of-class work.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 9: GENERAL PERSONNEL

9.08 Classification Proposals

The State agrees to notify CCPOA thirty (30) days in advance of classification proposals the State presents to SPB that impact employees in Unit 6. CCPOA agrees to notify the relevant department thirty (30) days in advance of classification proposals that CCPOA presents to SPB.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 9: GENERAL PERSONNEL

9.10 Requests for Reinstatement After AWOL Separation

- A. An employee separated, pursuant to California Government Code Section 19996.2 (the AWOL statute), shall be afforded a *Coleman* hearing by his/her Appointing Authority within ten (10) work days after service of the notice of separation. The date of service is either the date of personal service or the date of the mailing of the notice. Neither a failure to afford a *Coleman* hearing nor the decision of the *Coleman* officer shall be subject to the grievance and arbitration procedure of the collective bargaining agreement.
- B. Requests for reinstatement after AWOL separation shall be handled solely through the grievance and arbitration procedure of the collective bargaining agreement, beginning at the third step.

If a request for reinstatement goes to arbitration, the arbitrator's authority shall be limited to deciding the following: (1) whether the employee has a satisfactory explanation for his/her absence; (2) whether the employee has a satisfactory explanation for failing to obtain leave; and (3) whether the employee is ready, willing, and able to return to work, and/or, if not, whether the employee has leave from his/her Appointing Authority to be absent.

The arbitrator may order reinstatement only if the employee establishes satisfactory reasons for the absence and the failure to obtain leave and if he/she is ready, willing, and able to return to work or has leave to be absent. If the employee is reinstated, back pay may be awarded.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 9: GENERAL PERSONNEL

9.11 Peace Officer Bill of Rights

The Peace Officer Bill of Rights, hereafter referred to as POBR, applies to all Peace Officers in Bargaining Unit 6. Alleged POBR violations may be grieved up to the Appointing Authority's level, but shall not be grievable nor arbitrable beyond this level. This section shall not constitute a waiver of any of the appeal rights granted a Peace Officer under POBR.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 9: GENERAL PERSONNEL

9.12 ~~CDC/CYA~~ Adult/DJJ DOT Drug Testing

The parties agree that the ~~CDC~~ Adult and ~~CYA~~ DJJ DOT Drug Testing Agreement shall be an addendum to this agreement.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 9: GENERAL PERSONNEL

9.15 Disciplinary Process

- A. No State official or employee shall impose or threaten to impose reprisals on employees, discriminate or threaten to discriminate against employees, or otherwise interfere or threaten to interfere with employees, restrain or threaten to restrain employees, or coerce or threaten to coerce employees because of their exercise of their appeal rights to the SPB or its authorized representative or for appearing as a witness before the SPB or its authorized representative.
- B. Upon request from CCPOA legal staff, the State will allow the CCPOA Chapter President or Job Steward a reasonable amount of State time to be released from his/her assignment to attend an SPB hearing to assist CCPOA legal staff on technical issues when the hearing is held at the institution.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 9: GENERAL PERSONNEL

9.16 Court and Scope Protection – Defense in Civil and Criminal Actions

A. Civil Actions

1. This section is not designed to change the substantive rights and responsibilities of either the State employer or an affected correctional employee. Rather, it is to provide an alternative quick and less expensive (as compared to going to court) process by which such rights and responsibilities are to be determined.
2. In any case where a bargaining unit member is sued civilly s/he may tender a defense of the action to the State employer, using procedures agreed upon by CCPOA and DPA applicable to all departmental employees within ninety (90) days of ratification.
3. This section will apply to all civil actions filed against Bargaining Unit 6 employees on or after the effective date of this MOU even if the events alleged occurred prior to this MOU section becoming effective. If the State employer refuses the tender of defense, then:
 - a. The State employer shall give to the employee a written, detailed statement explaining the reasons for the decline of the tender;
 - b. Said reasons shall comply with Government Code section 995 et seq with regard to the rights and responsibilities of both the State employer and the correctional employee (bargaining unit member);
 - c. If CCPOA believes that the tender of defense violates the rights of the employee under Government Code section 995 et seq. (and section 995.2 in particular), then CCPOA and CCPOA alone shall have the right to grieve the propriety of the refusal of the tender of defense. Moreover, because time is of the essence, the parties agree that any dispute concerning the interpretation or application of this section shall be resolved through Section 6.11 and Section 6.12 (e.g., 6.12(c)) provided the employee first executes a waiver of any and all rights to challenge the denial of representation in some other forum, including a court of competent jurisdiction. The grievant (CCPOA) and employer will have the right to present testimony, statements and documents in support of their respective positions in accordance with the following:
 - (1) All parties shall have the right to subpoena witnesses and documents, and may assert any and all privileges. Additionally, the adjudicator shall refuse to issue or quash any subpoena upon a demonstration that the production of the witness or document creates an undue burden or significantly interferes with the ability to prepare for or defend against an underlying civil action.

- (2) If the adjudicator refuses to issue or quashes a subpoena based on a demonstration as discussed in subparagraph a above, the employee shall be permitted to either proceed pursuant to Section 6.11 and 6.12 notwithstanding the adjudicator's ruling, or elect to challenge the denial of representation by proceeding directly to court under Government Code section 996 et seq. If the employee proceeds pursuant to Sections 6.11 and 6.12 despite the adjudicator's ruling, the employee does not prevail, then nothing in this section shall be construed to prevent the employee from challenging the denial of representation just as if Sections 6.11 and 6.12 were never invoked.
- (3) Where the events leading to the denial of representation give rise to both criminal and civil liability, and a prosecuting agency makes a written request to the State, the following shall occur:
 - (a) The Section 6.11 and 6.12 provisions of this section shall be stayed; and, the employee and State shall jointly move the court in which the civil action is venued to stay its proceedings until the criminal matter is concluded.
 - (b) In the unlikely event that the civil court does not stay proceedings pending completion of the criminal matter, then CCPOA shall have the option of proceeding pursuant to Section 6.11 and 6.12. CCPOA shall provide the State with a list of witnesses and documents requiring a subpoena because they are not available voluntarily or through some other means of discovery. The adjudicator may issue a subpoena for said witnesses and documents unless a written objection is presented by a prosecuting authority in which case the subpoena shall not issue. CCPOA may then elect to proceed pursuant to Section 6.11 and 6.12 or proceed with other remedies.
- (4) Any decision rendered pursuant to this section shall be in accordance with substantive law on the subject of the tender of defense by State employees, including but not limited to Government Code section 995 et seq. and cases interpreting same.

B. Criminal Actions

- 1. By written request to the Director, an employee may request legal representation from the Department in a criminal matter brought against the employee, as a result of an alleged act or omission arising out of the employee's employment. This section covers all criminal charges filed against Unit 6 employees, on or after October 1, 2001, even if the events underlying the charges occurred prior to the ratification of the MOU.

2. If an employee requesting legal representation in a criminal matter brought on account of an alleged act or omission arising out of the employee's employment for which the employee has been cleared by any departmental investigation or review, the Department will provide the employee with legal representation in the criminal action unless and until the Department obtains information which it contends supports one of the conditions of withdrawal of defense under Government Code section 995.2.
3. The employee and his attorney will be provided with the detailed reasons for the Department's denial or withdrawal of the request for representation. Neither the denial nor the withdrawal shall be subject to the grievance and arbitration procedure. However, in the event that the Department denies the employee representation in a criminal matter (whether the Department has cleared the employee or not) arising out of the course and scope of employment, and the employee is subsequently acquitted of all charges, or the charges are dropped or dismissed by a Court in their entirety without the employee suffering any sentence, penalty, fine service or diversion, the Department shall reimburse the employee for all reasonable attorneys' fees and costs incurred in defense of the criminal matter

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 10: LEAVES

10.03 Enhanced Industrial Disability Leave (EIDL)

- A. An employee who loses the ability to work for more than twenty-two (22) work days as the result of an injury incurred in the official performance of his/her duties may be eligible for a financial augmentation to the existing industrial disability leave benefits. Such injury must have been: (1) directly and specifically caused by an assault by an inmate, patient, ward, or parolee, (2) by a domestic animal while the employee is performing in the line of duty, (3) a "criminal act of violence" against a peace officer who was performing in the line of duty. For purposes of this Article, "criminal act of violence" means an act which would constitute a misdemeanor or felony if pursued to conviction; (4) must have been directly and specifically caused in the course of responding to, returning from or fighting an active fire as defined in PRC 4103, 4104, 4170, and 4170.5. EIDL granted under this section must meet the criteria of direct or indirect physical contact with a combative or resistive inmate, patient, ward or parolee. The director of a department may make a determination in special circumstances related to extraordinary hazardous duty. Upon the request of an employee and/ or the Union, the Department Director shall review any incident where an employee suffers an injury and will make a determination regarding the application of this section.
- B. The EIDL benefit will be equivalent to the injured employee's net take home salary on the date of occurrence of the injury or the date that the employee is placed on EIDL, whichever is later. EIDL eligibility and benefits may continue for no longer than one (1) year. For the purposes of this section, "net salary" is defined as the amount of salary received after federal income tax, State income tax and the employee's retirement contribution has been deducted from the employee's gross salary.
- C. EIDL will apply only to serious physical injuries and any complications directly related medically and attributable to the assault or fire, as determined by the Department Director or designee. This benefit shall not be applied to either presumptive, stress-related disabilities, or physical disability having mental origin.
- D. The final decision as to whether an employee is eligible for, or continues to be eligible for, EIDL shall rest with the Department Director or designee. The Department may periodically review the employee's condition by any means necessary to determine an employee's continued eligibility for EIDL.
- E. Other existing rules regarding the administration of IDL will be followed in the administration of EIDL.
- F. This section relating to EIDL will not be subject to the arbitration procedure of this MOU.
- G. In circumstances that deviate from paragraph A. and C., the Director may consider and grant EIDL on a case-by-case basis when he/she determines the injury was in fact job-related.

- H. A PIE who otherwise meets the EIDL criteria contained in this section of the MOU, but who has less than one thousand (1,000) hours of State service credit toward retirement will be eligible for a monthly EIDL benefit either:
1. Equivalent to the average number of monthly hours worked in the previous twelve (12) months preceding the qualifying injury, or
 2. If the employee has not worked twelve (12) months, the equivalent to the average monthly number of hours worked in the months preceding the injury. In no case shall the benefit be less than eighty-four (84) hours.
In no case shall the benefit exceed one thousand five hundred (1,500) hours in a twelve (12) month period in combination with hours worked and the EIDL benefits paid.
This paragraph only applies to injuries that qualify for EIDL and not IDL. IDL or EIDL benefits currently available to PIEs with one thousand (1,000) hours of State service credit are not intended to be affected by this paragraph.
- I. EIDL benefits may be extended beyond the one (1) year cap, at the Director's discretion, in those instances where the injuries are the result of being burned, shot, stabbed or hit with a deadly weapon, and where the Director finds that rehabilitation back to the job is possible if the EIDL is extended. In no event can the EIDL benefit be extended beyond three (3) years.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 10: LEAVES

10.06 Parental Leave

A department head or designee shall grant a permanent employee's request for an unpaid leave of absence for purposes of pregnancy, adoption, childbirth, or the recovery therefrom, for a period not to exceed one (1) year. The employee shall provide substantiation to support the request for parental leave. Requests for parental leave must be submitted no later than forty-five (45) days following the birth or adoption of the child. Any leave permitted under the State and Federal Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA).

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 10: LEAVES

10.07 Bereavement Leave

- A. A department head or designee shall authorize bereavement leave with pay for a permanent or probationary employee due to the death of his/her parent, step-parent, spouse, child, brother, sister, foster parent, guardian, stepchild, adopted child, domestic partner that has been defined and certified with the Secretary of State's office in accordance with Family Code Section 297, or death of any person residing in the immediate household of the employee at the time of death. The employee shall give notice to his/her immediate supervisor as soon as possible and shall provide substantiation to support the request.

Such absence for bereavement leave with pay shall be limited to not more than three (3) work days per occurrence during the fiscal year. If the death of a person as enumerated above requires the employee to travel over four hundred (400) miles from his/her home, upon request, a leave with pay shall be granted for two (2) additional days which shall be deducted from accrued leave other than sick leave.

- B. A department head or designee shall authorize bereavement leave with pay for a permanent or probationary employee due to the death of his/her grandparent, mother-in-law, father-in-law, grandchild, daughter-in-law, son-in-law, sister-in-law, brother-in-law, aunt, uncle, niece, nephew. The employee shall give notice to his/her immediate supervisor as soon as possible and shall provide substantiation to support the request. Such absence for bereavement leave with pay shall be limited to not more than three (3) work days during the fiscal year. If the death of a person as enumerated above requires the employee to travel over four hundred (400) miles from his/her home, upon request, a leave with pay shall be granted for two (2) additional days which shall be deducted from accrued leave other than sick leave.
- C. If additional bereavement leave is necessary, the employee may use accrued vacation, compensating time off, or take an authorized leave without pay, subject to the approval of the Appointing Authority.
- D. Fractional time base (part-time) employees will be eligible for bereavement leave pursuant to paragraphs A., B., and C. above on a pro rata basis, based on the employee's fractional time base. (See DPA Management Memo 83-7-1 for fractional time base employees.)
- E. An employee may use accrued vacation credits, holiday credits, or CTO in the case of the death of his/her foster sibling, spouse's grandparent or any near relative who raised the employee.

- F. Intermittent employees may only be granted bereavement leave if prescheduled to work on the day(s) for which the leave is requested and only for the number of hours the employee is scheduled to work on that day(s). Intermittent employees who are not prescheduled may only be granted bereavement leave for days when their name comes up on a rotation list and only for those hours the employee would work on that day(s).

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 10: LEAVES

10.08 Unpaid Leaves of Absence

- A. The Appointing Authority or designee may grant an unpaid leave of absence for a period not to exceed one (1) year to an employee having permanent civil service status. The employee shall provide substantiation to support the employee's request for an unpaid leave of absence.
- B. An unpaid leave of absence may be granted for, but is not limited to, the following reasons:
 - 1. CCPOA approved union activity;
 - 2. Temporary incapacity due to illness, injury, or participation in an EAP program when the employee is unable to perform his/her duties;
 - 3. Loan to another governmental agency for performance of a specific assignment;
 - 4. Seek or accept other employment during a layoff situation or otherwise lessen the impact of an impending layoff;
 - 5. Education; or
 - 6. Research project.
- C. Except as provided in B. above, an unpaid leave of absence shall not be granted to an employee who:
 - 1. Is accepting some other position in State employment;
 - 2. Is leaving State employment to enter outside employment; or
 - 3. Does not intend, nor can reasonably be expected, to return to State employment before the expiration of the unpaid leave of absence.
- D. A leave of absence shall be terminated by the department head or designee:
 - 1. At the expiration of the leave; or
 - 2. Prior to the expiration date with written notice to the employee at least twenty-one (21) calendar days prior to the effective date of the revocation. An unpaid leave of absence may be terminated or extended by the employee with the approval of the department head or designee. Except in emergencies or layoff situations, an unpaid leave of absence for union activity shall not be terminated by the department head or designee prior to the expiration date.
- E. An unpaid leave of absence, so granted, shall assure the employee the right to his/her former position upon termination of the leave. For purposes of this section, "former position" is defined in Government Code Section 18522.
- F. An employee who is granted an unpaid leave of absence for union activity shall continue to accrue seniority solely for the purpose of watch assignment, vacation scheduling and overtime scheduling.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 10: LEAVES

10.09 Jury Duty

- A. An employee who is called to serve as a juror on a day he/she is scheduled to work shall be entitled to jury duty leave with pay. Jury duty leave shall not be authorized unless supported by written documentation (such documentation as jury summons and/or letter of request to serve).
- B. An employee who is called to serve as a juror must notify the watch office as soon as possible after receiving notification, but no less than three (3) work days prior notice. With the exception of Firefighters, once the watch office is notified an employee is scheduled for jury duty, that employee will be placed on second watch, with Saturday and Sunday as Regular Days Off (RDOs). If the employee is currently on second watch, his/her RDOs will be changed to Saturday/Sunday.
- C. The employee is responsible for notifying the watch office on a daily basis whether or not he/she will be available for work on the following day. Except for Firefighters, if the employee is not scheduled for actual jury duty on a particular day, the employee will be assigned second watch duties. For 7k exempt Firefighters who work twenty-four (24) hour shifts, the time served on jury duty on a scheduled work day shall be counted as time worked. Upon completion of jury duty for the day, the Firefighter shall report to work for the remainder of the shift.
- D. For the purpose of this section, an employee summoned to jury duty who does not serve for a full day or who is placed on "on-call" status shall return to work to complete his/her eight (8) hour work day if reasonable time remains for such return. An employee may not be required to report back to work if he/she feels there is not reasonably enough time left in the work day and if the employee's supervisor or higher person in the chain of command concurs. Concurrence will not be unreasonably withheld.
- E. Jury fees received for services shall be turned over to the State. Allowances paid by the court or county for lodging, meals and mileage may be retained by the employee.
- F. As it relates to jury duty fees only, an employee is not required to remit jury fees if he/she is previously scheduled to be off or voluntarily elects to use accrued vacation time or compensating time off.
- G. An employee may be allowed time off without loss of compensation if approved by the Appointing Authority or designee for voluntary jury duty such as grand jury. If approved by the Appointing Authority or designee, paragraphs A. through F. would apply.

- H. An intermittent employee shall only be granted jury duty leave if the employee is pre-scheduled to work on the day(s) in which the service occurs and only for the number of hours the employee is scheduled to work. If payment is made for such time off, the employee is required to remit to the State the fee(s) received. An intermittent employee shall not be removed from pre-scheduled work hours because he/she is on jury duty.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 10: LEAVES

10.10 Court Appearances

- A. An employee may be subpoenaed, or required by management, to make a court appearance for a matter related to departmental business. Said time shall be considered Official Business Time. If the employee works the graveyard or swing shift, he/she shall be temporarily assigned work hours to cover the time scheduled for court appearances.
- B. For the purpose of this section, an employee subpoenaed or required by management, to appear in court who does not serve for a full day, or who is placed on "on-call" status, shall return to work to complete his/her eight (8) hour workday if reasonable time remains for such return. An employee may not be required to report back to work if he/she feels there is not reasonably enough time left in the workday, and if the employee's supervisor or higher person in the chain of command concurs. Concurrence will not be unreasonably withheld.
- C. For the purpose of pay, time in court or awaiting court appearance related to departmental business, shall be considered as work time and thus compensable.
- D. An employee using a personal vehicle to travel to court shall be entitled to mileage in accordance with the provisions of the Business and Travel Expense Provision of this MOU. Mileage may be authorized from home to court and return, or from office/institution to court and return, whichever is the shortest distance.
- E. Upon receipt of a subpoena, the employer will notify the employee as soon as is reasonably possible. An employee receiving personal service of a subpoena will notify his/her supervisor as soon as is reasonably possible.
- F. Whenever an employee is served with a subpoena which compels his/her presence as a witness, unless he/she is a party or expert witness, such employee shall be granted a leave of absence with pay in the amount of the difference between the employee's regular earnings and any amount he/she receives for such appearances. This section shall not be applicable to appearances for which the employee receives compensation in excess of his/her regular earnings.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 10: LEAVES

10.11 Holidays

- A. All full-time employees shall be entitled to such holidays with pay as provided herein, in addition to any official State holidays declared by the Governor.
- B. Such holidays shall include:
 - 1. January 1 (New Year's Day)
 - 2. Third Monday in January (Martin Luther King's Birthday)
 - 3. February 12 (Lincoln's Birthday)
 - 4. Third Monday in February (Washington's Birthday, observed)
 - 5. March 31 (Caesar Chavez Day)
 - 6. Last Monday in May (Memorial Day)
 - 7. July 4 (Independence Day)
 - 8. First Monday in September (Labor Day)
 - 9. Second Monday in October (Columbus Day)
 - 10. November 11 (Veteran's Day)
 - 11. Fourth Thursday in November (Thanksgiving Day)
 - 12. Fourth Friday in November (Friday after Thanksgiving Day)
 - 13. December 25 (Christmas Day)
- C. In addition to the holidays provided in B. above, each employee, upon completion of six months of his/her initial probationary period in State service, shall be entitled to one (1) personal holiday per fiscal year, which would be posted in the following pay period. The personal holiday shall be credited to each full-time employee on the first day of July. Such credit shall be recorded as holiday credit.
- D. Observation of holidays for employees working in non-posted assignments and posted assignments not funded for holidays:
 - 1. When November 11 falls on a Saturday, fulltime employees shall be entitled to observe the preceding Friday as a holiday with pay.
 - 2. When a holiday falls on a Sunday, full-time employees shall be entitled to observe the following Monday as a holiday with pay.
 - 3. When a holiday other than November 11 falls on a Saturday, full-time employees shall accrue eight (8) hours of holiday credit.
 - 4. Employees working alternate work schedule (i.e., for 4/10) shall be allowed to utilize accrued leave credits (except for sick leave) on the holiday to maintain the alternate schedule.
- E. Observation of holidays for employees working in posted assignments funded for holidays.
 - 1. Employees shall observe the holidays on the days on which they fall.

2. If an observed holiday falls on an employee's regular day off, the employee shall accrue eight (8) hours of holiday credit.
- F. Full-time employees who are required to work on a holiday as part of their regular work schedule shall be entitled to four (4) hours of holiday pay and eight (8) hours of holiday credit or compensating time off in accordance with their assigned work week group.
- G. Less than full-time employees shall receive holidays in accordance with existing DPA Rules.
- H. Accrued holiday credits are not subject to State-initiated buyback without prior approval of the employee.
- I. Each institution shall have a system for scheduling or "burning" all or part of an employee's accumulated holiday credit.
- J. Holiday credit may be utilized in fifteen (15) minute increments.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 10: LEAVES

10.12 Subpoena

- A. Upon service of a subpoena on an employee to testify at an arbitration, SPB, Public Employment Relations Board (PERB), or Legislative hearing, the State shall release the subpoenaed employee without loss of compensation.
- B. If a witness has been subpoenaed before one (1) of the forums mentioned in paragraph A. above, and consents to be interviewed by CCPOA prior to the hearing, CCPOA shall be entitled to interview the witness in private, without a representative of the Appointing Authority present, unless the witness requests otherwise. Interviews of subpoenaed witnesses shall be at times and places reasonable for the witness and for the Appointing Authority.

If the subpoenaed employee is scheduled to work at the same time that the hearing is scheduled, and the subpoenaed employee is not likely to be immediately called to the witness stand, the State may, with the concurrence of the Appellant's attorney, return the subpoenaed officer to his/her duty post subject to recall upon notice by either the Appellant's representative or the Department's representative.
- D. Whenever an employee is served with a subpoena which compels his/her presence as a witness, unless he/she is a party or expert witness, such employee shall be granted a leave of absence with pay in the amount of the difference between the employee's regular earnings and any amount he/ she receives for such appearances. This section shall not be applicable to appearances for which the employee receives compensation in excess of his/her regular earnings.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 10: LEAVES

10.14 Union Paid Leave

- A. CCPOA shall have the choice of requesting an unpaid leave of absence or a paid leave of absence (union leave) for a CCPOA bargaining unit official or steward. An unpaid leave of absence may be granted by the State pursuant to the unpaid leave of absence provisions in this MOU. A union leave may also be granted at the discretion of the affected department head or designee in accordance with the following:
1. The department head or designee receives a written request, signed by the employee and the authorized CCPOA representative, two (2) weeks prior to the planned effective date of the leave.
 2. A union leave shall assure an employee the right to his/her former position upon termination of the leave. The term "former position" is defined in Government Code Section 18522.
 3. CCPOA agrees to reimburse the affected department(s) for actual expenses related to the affected employee's salary and benefits for all the time the employee is off on a union leave, within thirty (30) calendar days of receiving a billing statement.
 4. The affected employee shall have no right to return from a union leave earlier than the agreed upon date without the approval of the employee's Appointing Authority.
 5. Except in emergencies or layoff situations, a union leave shall not be terminated by the department head or designee prior to the expiration date.
 6. Employees on a union leave shall suffer no loss of compensation or benefits.
 7. Whether or not time for a union leave is counted for merit purposes shall be determined by SPB and such determination shall not be grievable or arbitrable.
 8. Employees on union leave under this provision and CCPOA shall waive any and all claims against the State for Workers' Compensation and Industrial Disability Leave.
 9. In the event an employee on a union leave, as discussed above, files a Workers' Compensation claim against the State of California or any agency thereof, for an injury or injuries sustained while on a union leave, CCPOA agrees to indemnify and hold harmless the State of California or agencies thereof, from both Workers' Compensation liability and any costs of legal defense incurred as a result of the filing of the claim.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 10: LEAVES

10.15 Catastrophic Time Bank

- A. If an employee is catastrophically ill or injured, or if the spouse, child or any person residing in the immediate household of such an employee becomes catastrophically ill or injured, employees shall be allowed to donate an unlimited amount of CTO, PLP, holiday credits, or vacation credits, per individual case, with the Appointing Authority's approval, in accordance with departmental policies and under the following conditions:
1. The donation must be in whole hours.
 2. Transfer of vacation, CTO, PLP and holiday credits shall be allowed to cross departmental lines in accordance with the policies of the receiving department.
 3. Employees receiving the donations may receive an unlimited number of donations in hours. The donated hours can only be used after the affected employee's leave credits have been exhausted, and may not exceed one (1) calendar year. If the need still exists, a new Catastrophic Time Bank (CTB) may be initiated in the following year with the Appointing Authority's approval.
 4. Donations shall be made on a form to be developed by the State, signed by the donating employee, and verified by the donating department.
 5. This section is not subject to the grievance and arbitration article of the MOU.
- B. Termination:
- The CTB shall be terminated when the specific need no longer exists. The CTB shall be closed to donations upon the death of the ill or injured employee/recipient, but the remaining, donated CTB credits shall become part of that employee's estate.
- C. Unused CTB Donations:
- Upon return to work, and when specific need no longer exists, placement on IDL or disability retirement, of the employee/recipient, the employee/recipient shall not retain donations that are being held and have not been used. The unused CTB donations shall be returned to the appropriate donor on a last received, first returned basis.
- D. In cases of natural disasters where the Governor has declared a state of emergency, employees living in the area of the declared emergency and who have suffered damage to their principal residence may be eligible for catastrophic time bank donations consistent with paragraphs A. through C. above, except that the employees need not have exhausted sick leave credits.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 10: LEAVES

10.16 Youth Correctional Counselor Use of Leave Credits

Youth Correctional Counselors/Youth Correctional Officers may submit in writing, to the appropriate supervisor, a request to use leave credits, excluding vacation, at least twenty (20) days prior to the issue of the work schedule. The granting of leave credits will be consistent with appropriate resources and not in conflict with previously scheduled time off nor allocated blanket resources for projected vacations. This provision does not prohibit the employer from scheduling leave credits, with the approval of the employee, excluding vacation, for the benefit of schedule management.

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Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 10: LEAVES

10.17 Absences for Duty in the Uniformed Services

- A. **General:** The Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) which is found at Title 38 U.S. Code, Chapter 43, Sections 4301-4333 covers rights and obligations of employees who are absent while serving in the Uniformed Services and the obligations of their employers. (see appendix #7) For California State employees USERRA is supplemented by the California Government Code Sections 19770 through 19786. This section of the MOU serves as a summary of the relevant duties and obligations of both the employee's and employer under the law.
1. Service in the Uniformed Services (military service) means the performance of duty in a Uniformed Service. The Uniformed Services consists of:
 - a. Army, Navy, Air Force, Marine Corps, or Coast Guard
 - b. Army, Navy, Air Force, Marine Corps, or Coast Guard Reserve
 - c. Army or Air National Guard
 - d. Commissioned Corps of the Public Health Service
 - e. Others as designated by the President in time of war or emergency.
 2. Duty in the Uniformed Services (military service) can be voluntary or involuntary and consists of the following:
 - a. Active duty (including initial or reoccurring training)
 - b. Inactive duty training
 - c. Absence from work for an examination to determine a person's fitness for any of the above types of duty.
- B. **ADVANCE NOTICE OF MILITARY SERVICE:** Unless prevented by "military necessity", or in cases where advance notice is unreasonable or impossible, the employee is required to provide the employer with advanced notice of all military service.
1. Notice may either be written or oral. The notice may be provided either by the employee or by an appropriate officer of the branch of military service in which the employee will be serving.
 2. USERRA does not specify a minimum period of time for advanced notice. Employees are expected to make a good faith effort to notify their employer when they are notified or volunteer for military service.
- C. **LEAVE FOR MILITARY SERVICE:** Once an employee has been scheduled for military service the Department is required to approve leave for the employee to complete their service commitment.
1. Employees are allowed, but not required, to use accrued leave credits (other than sick leave) to complete their military service commitment. Employees may, at their discretion, elect to take a leave without pay while performing military service.

2. The employee must actually attend and complete the military service on the scheduled dates. The employee shall not obtain approval to fulfill military service obligations on a Saturday and/or Sunday, then complete his/her military obligation (without the department's knowledge) on the employee's RDOs (if other than Saturday and/or Sunday), and then use the pre-approved Saturday and/or Sunday leave for non-military, personal reasons. If an employee fails to notify management that the time on the weekend is no longer required for attendance at a military obligation, and still takes the time off, the employee may be subject to discipline.
 - a. For example, an employee's RDOs are Tuesday/Wednesday and he/she is scheduled to attend a weekend drill on Saturday/Sunday. Then this employee subsequently fulfills his/her drill obligation by attending pre-drill or post-drill on his/her RDOs on Tuesday/Wednesday. This employee is then required to notify State management of this change as soon as possible. Authorization to use leave credits to cover the Saturday/Sunday drill period is thus automatically rescinded.
- D. **SICK LEAVE DURING MILITARY SERVICE:** If an employee becomes unable to fulfill his/her scheduled military service obligation due to illness/injury, the employee is required to notify their employer so the absence can be appropriately recorded as sick leave. The employee must submit, with the 998A form, verification from the military confirming his/her absence from military service was due to illness or injury.
- E. **REPORTING BACK TO WORK AFTER MILITARY SERVICE:** Time limits for reporting to work after military service depend on the length of the military service completed.
 1. For periods of service less than 31 days, and fitness examinations, the employee must report to work at the beginning of the regularly scheduled work day following completion of the service plus a period for safe transportation to the person's residence and an additional 8 hours rest period.
 - a. As an example, an employee may be released from military service duty at 5:00 p.m. Sunday and arrive home at 8:00 p.m. Sunday, after a three hour commute. Once the employee has arrived home he/she is entitled to an eight hour rest period. After the rest the employee must report to the employer no later than the beginning of the first regularly scheduled work day. In this case an employee could be required to report to work at 6:00 a.m. on Monday morning.
 2. For periods exceeding thirty (30) days reference USERRA.
- F. Where State or Federal Law is inconsistent with the language of this section, employees shall be able to take advantage of whichever offers the most benefits.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 10: LEAVES

10.18 Annual Leave - Enhanced NDI

A. Annual Leave

1. Employees who are currently subject to vacation and sick leave provisions may elect to enroll in the Annual Leave Program at any time. New employees may elect to enroll in the Annual Leave Program following the equivalent of completion of six (6) months of full-time employment. One hundred sixty (160) hours of paid employment equals one (1) month of full-time employment for employees who work on an intermittent basis. The effective date of the election shall be the first day of the pay period in which the election is received by the appointing power. Once enrolled in annual leave, an employee shall become entitled to an enhanced non-industrial disability insurance (NDI) benefit (50% of gross salary) upon serving a waiting period of ninety (90) consecutive calendar days. If the employee files a claim for NDI benefits between the effective date of enrollment in annual leave and the end of the waiting period, the standard NDI benefit shall be payable. This waiting period does not apply to any employee who was enrolled in the Annual Leave Program upon appointment in a position requiring mandatory participation.
2. Each full-time employee shall receive credit for annual leave in lieu of the vacation and sick leave credits of this provision in accordance with the following schedule:

7 months to 3 years	12 hours per month
37 months to 10 years	15 hours per month
121 months to 15 years	17 hours per month
181 months to 20 years	18 hours per month
241 months and over	19 hours per month

Part-time and hourly employees shall accrue proportional annual leave credits. Employees who work on an intermittent basis shall receive annual leave credits in accordance with leave accrual schedule in paragraph A. 2. above, on the basis of one hundred sixty (160) hours of paid employment equals one (1) month of full-time employment. Employees shall have the continued use of any sick leave accrued as of the day before participation in the program in accordance with applicable laws, rules or Memorandum of Understanding.

Employees accrued vacation leave will be converted to annual leave, however, HOL, PLP, excess, or other accrued leave balances will be retained or accrued as before participation in the program.

DPA rule or Memorandum of Understanding shall provide all provisions necessary for the administration of this section.

3. A full-time employee who has eleven (11) or more working days of service in a monthly pay period shall earn annual leave credits as set forth in DPA Rules 599.608 and 599.609.
4. Employees working less than full-time or who work in multiple positions accrue annual leave in accordance with the applicable DPA rules.
5. If an employee does not use all of the annual leave that the employee has accrued in a calendar year, the employee may carry over his/her accrued annual leave credits to the following calendar year to a maximum of six hundred forty (640) hours. A department head or designee may permit an employee to carry over more than six hundred forty (640) hours of accrued annual leave hours if an employee was unable to reduce his accrued hours because the employee: (1) was required to work as a result of fire, flood, or other extensive emergency; (2) was assigned work of a priority or critical nature over an extended period of time; (3) was absent on full salary for compensable injury; (4) was prevented by department regulations from taking annual leave because of sick leave; or (5) was on jury duty.
6. Upon termination from state employment, the employee shall be paid for accrued annual leave credits for all accrued annual leave time.
7. The time when annual leave shall be taken by the employee shall be determined by the Department head or designee. If on January 1 of each year an employee's annual leave bank exceeds the cap in paragraph 5; the department may order the employee to take annual leave.
8. Annual leave requests must be submitted in accordance with departmental policies on this subject. However, when two (2) or more employees on the same shift (if applicable) in a work unit (as defined by each department head or designee) request the same annual leave time and approval cannot be given to all employees requesting it, employees shall be granted their preferred annual leave period in order of seniority set forth in Article XII Section 12.01 of this Agreement.
9. Each department head or designee will make every effort to act on an annual leave request in a timely manner.
10. Annual leave that is used for purposes of sick leave is subject to the requirements set forth in Article X Section 10.02 B. and 10.02 C. of this Agreement

B. Enhanced Non-Industrial Insurance (NDI)

1. This enhanced NDI provision is only applicable to employees participating in the Annual Leave Program referenced in A. above.

2. Once enrolled in annual leave and for periods of disability commencing on or after ratification of this MOU, an employee shall become entitled to an enhanced NDI benefit (50% of gross salary) upon serving a waiting period of ninety (90) consecutive calendar days. If the employee files a claim for NDI benefits between the effective date of enrollment in annual leave and the end of the waiting period, the standard NDI benefits shall be payable. This waiting period does not apply to any employee who was enrolled in the Annual Leave Program upon appointment in a position requiring mandatory participation.
3. The enhanced NDI payments at fifty percent (50%) of the employees gross salary are payable monthly for a period not exceeding twenty-six (26) weeks for any one (1) disability benefit period. An employee is not eligible for a second disability benefit due to the same or related cause or condition unless they have returned to work for at least ten (10) consecutive work days. Paid leave shall not be used to cover the ten (10) work days. Disability payments may be supplemented with annual leave, sick leave or partial payment to provide for up to one hundred percent (100%) income replacement. At the time of an enhanced NDI claim an employee may elect either the fifty percent (50%) enhanced NDI benefit rate or a supplementation level of seventy-five percent (75%) or one hundred percent (100%) at gross pay. Once a claim for enhanced NDI has been filed and the employee has determined the rate of supplementation, the supplemental rate shall be maintained throughout the disability period. The provisions contained in Article XI, Section 11.09 B., do not pertain to sick leave credits that are utilized to supplement IDL or enhanced NDI benefits.
4. The employee shall serve a seven (7) consecutive calendar day waiting period before enhanced NDI payments commence for each disability. Accrued paid leave or CTO leave balances may be used to cover this waiting period. The waiting period may be waived commencing with the first full day of confinement in a hospital, nursing home, or emergency clinic. The definition of hospital, nursing home, and emergency clinic is the same as defined by Section 2627.5 and 2627.7 of the Unemployment Insurance Code.
5. If the employee elects to use annual leave or sick leave credits prior to receiving enhanced NDI payments, he or she is not required to exhaust the accrued leave balance.
6. Following the start of enhanced NDI payments an employee may at any time switch from enhanced NDI to sick leave or annual leave but may not return to enhanced NDI until that leave is exhausted.
7. In accordance with the State's "return to work" policy, an employee who is eligible to receive enhanced NDI benefits and who is medically certified as unable to return to their full-time work during the period of his or her disability, may upon the discretion of his or her appointing power, work those hours (in hour increments) which when combined with the enhanced NDI benefit will not exceed one hundred percent (100%) of their regular "full pay." The appointing power may require an employee to submit to a medical examination by a physician or physicians designated by the Director of the Employment Development Department for the purpose of evaluating the capacity of the employee to perform the work of his or her position.

8. If an employee refuses to return to work in a position offered by the employer under the State's injured State Worker Assistance Program, enhanced NDI benefits will be terminated effective the date of the offer.
9. Where employment is intermittent or irregular, the payments shall be determined on the basis of the proportionate part of a monthly rate established by the total hours actually employed in the eighteen (18) monthly pay periods (or the total number of pay periods for those employees who have not worked eighteen [18] pay periods) immediately preceding the pay period in which the disability begins as compared to the regular rate for a full-time employee in the same group or class. An employee will be eligible for enhanced NDI payments on the first day of the monthly pay period following completion of nine hundred sixty (960) hours of compensated work.
10. All other applicable DPA laws and regulations not superseded by these provisions will remain in effect.
11. Upon approval of enhanced NDI benefits, the State may issue an employee a salary advance if the employee so requests.
12. All appeals of an employee's denial of enhanced NDI benefits shall only follow the procedures in the Unemployment Insurance Code and Title 22. All disputes relating to an employee's denial of benefits are not grievable or arbitrable. This does not change either party's contractual rights, which are not related to an individual's denial of benefits.
13. Employees who become covered in the Annual Leave Program while on an NDI claim shall continue to receive NDI pay at the old rate for the duration of the claim.
14. Employees who do not elect the Annual Leave Program will receive NDI benefits in accordance with the current program.

Employees may elect to enroll in the annual leave program to receive annual leave credit in lieu of vacation or sick leave credits. Employees enrolled in the annual leave program may elect to enroll in the vacation and sick leave program at any time. The effective date of these elections shall be the first day of the pay period in which the election is received by the appointing power. Once an employee elects to enroll in either the annual leave program or the vacation/sick leave program, the employee may not elect to enroll in the other program until 24 months has elapsed from the date of enrollment.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 10: LEAVES

10.19 Transfer of Leave Credits Between Family Members

Upon request of an employee and upon approval of a department director or designee, leave credits (CTO, annual leave, personal leave, vacation, and/or holiday credit) may be transferred between family members (donations may be made by a child, parent, spouse, *domestic partner that has been defined and certified with the Secretary of State's office in accordance with Family Code Section 297*), brother, sister or other person residing in the immediate household] in accordance with departmental policies, under the following conditions:

- A. To care for the family member's child, parent, spouse, domestic partner that has been defined and certified with the Secretary of State's office in accordance with Family Code Section 297, brother, sister, or other person residing in the immediate household, who has a serious health condition, or a medical leave for the employee's own serious health condition as defined by the Family Medical Leave Act (FMLA) or the California Family Rights Act (CFRA), or for a parental leave to care for a newborn or adopted child.
- B. The employee shall give notice to his/her immediate supervisor as soon as possible and shall, if requested by the supervisor, provide medical certification from a physician to support this request. The department head or designee shall approve transfer of leave credits only after having ascertained that the leave is for an authorized reason. For family care leave for the employee's child, parent, spouse, *domestic partner that has been defined and certified with the Secretary of State's office in accordance with Family Code Section*, brother, sister, or other person residing in the immediate household, who has a serious health condition, this certification need not identify the serious health condition involved, but shall contain all of the following:
 - 1. the date, if known, on which the serious health condition commenced;
 - 2. the probable duration of the condition;
 - 3. an estimate of the amount of time that the health provider believes the employee needs to care for the child, parent or spouse, domestic partner that has been defined and certified with the Secretary of State's office in accordance with Family Code Section 297, brother or sister, or other person residing in the immediate household;

4. a statement that the serious health condition warrants the participation of the employee to provide care during a period of treatment or supervision of the child, parent, spouse, *domestic partner that has been defined and certified with the Secretary of State's office in accordance with Family Code Section 297*, brother, sister, or other person residing in the immediate household. For the employee's own serious health condition, this certification shall also contain a statement that, due to the serious health condition, the employee is unable to work at all or is unable to perform any one of more of the essential functions of his or her position, Certification shall also be provided for parental or adoption leaves.
- C. Sick leave credits cannot be transferred.
- D. The receiving employee has exhausted all leave credits.
- E. The donations must be a minimum of one (1) hour and in whole increments thereafter.
- F. The donating employee must maintain a minimum balance of eighty (80) hours of paid leave time.
- G. Transfer of leave credits shall be allowed to cross departmental lines in accordance with the policies of the receiving department.
- H. The donated hours may not exceed three (3) months. However, if approved by the appointing authority, the total leave credits received may be six (6) months.
- I. Donations shall be made on a form to be developed by the State, signed by the donating employee, and verified by the donating department. Once transferred, donations will not be returned to the donor.
- J. This section is not subject to the grievance and arbitration article of this Contract.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 11: HOURS OF WORK AND OVERTIME

11.01 Shift and/or Assignment Changes

A. The State shall give notice to an employee at least seven (7) calendar days prior to the effective date of a change of shift, RDOs or hours of work. Unexpected changes required by emergencies, or which are due to other unforeseeable circumstances, are exempted from this notice requirement.

B. CCPOA's local Chief Job Steward or designee may waive the notice requirement in any particular instance.

C. In CYA DJJ, an unexpected immediate job change of short duration may occur from time to time. The Department agrees to contact the local Chief Job Steward in each instance where an employee was required to involuntarily report to work on other than the regularly scheduled work shift. Except for emergencies, no employee will be required to involuntarily report to work on a scheduled day off.

On such occasions employees may be requested to report to work on other than their regularly scheduled work shift. Except for emergencies, no employee will be required to involuntarily report to work on other than their regularly scheduled work shift or on a scheduled day off.

The Department agrees to contact the local Chief Job Steward in each instance where an employee was required to involuntarily report to work.

D. The State recognizes the value of flexibility in working hours and days as a means of reducing the use of sick leave. Likewise, the union recognizes the value of having employees report to work as scheduled. The parties therefore agree that an appropriate topic of discussion for the quarterly labor/management committee meeting provided for in Section 5.05 is a "sliding six" schedule for days off and alternative work hours (e.g., 4/10/40). Said discussion will not replace the duty to bargain as otherwise provided for in this agreement.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 11: HOURS OF WORK AND OVERTIME

11.03 Continuous Hours of Work/Dead Time

- A. Except in the case of an emergency, employees shall not work in excess of sixteen (16) continuous hours in any given twenty-four (24) hour period. In the event employees are involuntarily ordered over, these employees are to be permitted an eight (8) hour break between shifts. With the exception of camps, if the eight (8) hour break extends into the employee's next regularly scheduled shift, the employee shall receive paid administrative time off for the hours of the break that extend into the shift. For example, an employee assigned to a shift beginning at 0600, works a voluntary overtime to 2200 hours, and is involuntarily ordered to work until 0100 hours; the employee will be permitted a full eight (8) hour break before being required to return to his/her regular work; this employee would not be required to report to work until 0900 and would receive paid administrative time off from 0600 to 0900. However, the parties recognize that informational briefings of fifteen (15) minutes may be added before or after a regular shift, thus extending the sixteen (16) hours up to a maximum of sixteen (16) hours and fifteen (15) minutes.
- B. When a double involves one (1) hour or less on dead time, it shall not be counted as work time under this section, but will be paid time under hours of work.
- C. Employees shall not be allowed to work more than two (2) "doubles" back-to-back. For the purpose of this section, a double shall be defined as thirteen (13) or more contiguous hours of work which may or may not be broken by dead time. The dead time shall not be counted as work time and not break the continuity of the "double." *
- D. The State agrees to make its best effort to reduce or eliminate "dead time" for employees who work involuntary overtime hours. Where dead time exists, the State shall, subject to operational needs, try to schedule the employee to begin the overtime assignment immediately after the end of the employee's regular shift or hours.
- E. Each institution administration and local CCPOA chapter representatives shall meet locally, within the life of this MOU, to make a reasonable effort to reduce the number of start and stop times.
- F. The State shall pay employees for up to the first sixty (60) minutes of dead time prior to an involuntary overtime assignment provided the dead time is three (3) hours or less. Unless an emergency situation exists, the employee will not be compelled to work during this dead time. No dead time shall be paid for voluntary overtime assignments.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 11: HOURS OF WORK AND OVERTIME

11.05 Overtime Checks

Each institution shall make its best effort to process employees' overtime checks in the shortest possible time. Overtime checks shall be released to the employee as soon as possible following their receipt and expeditious processing at the institution/facility/camp office.

Upon notice from CCPOA, the State agrees to meet at a job site where issuance of overtime checks is consistently beyond the 15th of the month for the purpose of developing a mutually acceptable overtime check distribution process. Part of this process may include Express Service (mail, delivery service, or personal service) to the Controller's Office and, if possible, from the Controller's Office.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 11: HOURS OF WORK AND OVERTIME

11.06 Unused CTO

The employer retains the option to "buy-back" employees' accumulated CTO at or near the end of each fiscal year. In no case, except with approval of the affected employee, shall the employer, through the "buy-back" process, reduce an employee's CTO balance to less than forty (40) hours.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 11: HOURS OF WORK AND OVERTIME

11.07 IST Overtime

Training of employees may be conducted either during regular work hours or during the employee's off-duty hours.

- A. An employee shall be compensated for all training received during off-duty hours when directed by management to attend the training during those hours.
- B. When an employee is directed to attend an in-service training course, and the course is only scheduled on the employee's regular day off (RDO), the employee shall be compensated in accordance with existing Call Back Rules.
- C. When an employee is directed to attend an in-service training course, and does attend on his/her regular day(s) off, pre-scheduled vacation, CTO, or holiday time, when an opportunity existed to attend in conjunction with his/her regular work hours, the employee will only be compensated for the actual time spent in training.
- D. When an employee is required to attend an IST class and the employee is only able to attend the class after an amount of standby, the employee shall be compensated for the standby time, not to exceed one (1) hour, at time and one-half.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 11: HOURS OF WORK AND OVERTIME

11.09 Reduced Work Time

Employees are hereby noticed that they may participate in a reduced work time program pursuant to Government Code Sections 19996.20 through 19996.24. Alleged violations of these Government Code Sections shall be appealable through the grievance procedure, but are not arbitrable.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 11: HOURS OF WORK AND OVERTIME

11.10 Definition of Third Watch

12:00 p.m. (noon) to 8:00 p.m. and 1:00 p.m. to 9:00 p.m. shifts are to be defined as third watch shifts. An employee who works such a shift, however, will only be eligible for night shift differential pursuant to the terms of Section 15.08.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 11: HOURS OF WORK AND OVERTIME

11.12 Priority Time Off Requests

- A. The State recognizes the value of permitting employees to take short periods of time off (e.g., one shift) using holiday credit, vacation and annual leave for purposes that cannot be foreseen or planned for at the time annual vacation requests must ordinarily be submitted. Likewise the union recognizes the value of having employees report to work as scheduled. The parties therefore agree that each appointing power (or designee) shall meet with the local union chapter president (or designee) within 90 days following ratification of this Agreement. They will meet for purposes of discussing whether a system that results in employees who have sick leave balances of 300 hours or more being able to request and receive priority for time off requested on short notice (i.e., 72 hours) using holiday credit, excess hours, vacation and annual leave is possible and feasible. Such systems shall not conflict with any other provision of this Agreement or result in additional cost to the state (e.g., overtime). Such systems would be in addition to any existing system for scheduling or "burning" employee's accumulated holiday or vacation credit.
- B. This section shall be considered a prelude to, rather than a substitute for the duty to bargain as otherwise required by this Agreement.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 11: HOURS OF WORK AND OVERTIME

11.13 Callback Time

- A. An employee in Work Week Group 1, 2 or Work Week Subgroup 4A who has completed a normal work shift, or an employee in Work Week Subgroups 4B or 4D on an authorized day off, when ordered back to work, shall be credited with a minimum of four (4) hours work time provided the call back to work is without having been notified prior to completion of the work shift, or the notification is prior to completion of the work shift and the work begins more than three (3) hours after the completion of the work shift.
- B. When such an employee is called back under these conditions within four (4) hours of the beginning of a previous call or an additional call is received while still working on an earlier call back, the employee shall not receive an additional four (4) hours credit for the new call back.
- C. When such an employee is called back within four (4) hours of the beginning of the employee's next shift, call back credit shall be received only for the hours remaining before the beginning of the employee's next shift.
- D. When staff meetings, training sessions, or work assignments are regularly scheduled on an employee's authorized day off, the employee shall receive call back compensation; when staff meetings and training sessions are regularly scheduled on an employee's normal work day and outside the employee's normal work shift, overtime compensation shall be received in accordance with the employee's work week group, the provisions of this Agreement, and regulations governing overtime. (7K training that occurs during hours employees must work to satisfy their 7K work period hours does not give rise to callback compensation pursuant to this subsection).
- E. If an employee entitled to call back compensation completes the specific task giving rise to his/her call back assignment before four (4) hours has lapsed, the employee will not be required to remain at work until four (4) hours have lapsed unless (1) s/he volunteers; (2) an emergency exists; or, (3) there are operational needs that mean section 12.06 (Involuntary Overtime by Inverse Seniority) is inapplicable.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 12: TRANSFER, SENIORITY, OVERTIME AND LAYOFF

12.01 Seniority

- A. Effective the first day of the April 1999 pay period, seniority shall be determined as follows:
1. For all purposes (including but not limited to, layoff, transfer in lieu of layoff, demotion in lieu of layoff), "seniority" shall be determined by total State service in classes represented by Unit 6 (R06), classifications identified as S06, and in CO classes as defined by Section 830.5 of the Penal Code, regardless of when such service occurred.
 2. "Total State service" is calculated as the period of time since the hire date, for which the employee has earned qualifying pay periods, as defined in paragraphs 3. and 4. below.
 - a. An employee shall not accrue seniority points during a break in service.
 - b. Those employees who were on qualified military leave shall accrue seniority points throughout the time they were on military leave. Additionally, military leave throughout this period shall not be considered a break in service for definition purposes of this Section 12.01.
 - c. An employee on leave for union business shall continue to accrue seniority.
 3. Full-Time Employees' Seniority Accrual: In determining seniority scores for full-time employees, one (1) seniority point shall be awarded for each qualifying monthly pay period of full-time State service in classifications defined in paragraph 1. above. A pay period in which a full-time employee works eleven (11) or more days will be considered a qualifying pay period except that when an absence from State service resulting from a temporary or permanent separation for more than eleven (11) consecutive work days falls within two (2) consecutive pay periods, the second pay period shall be disqualified. This definition shall apply to all of the employee's work history regardless of when it occurred.
 4. Intermittent Employees' Seniority Accrual: Seniority points for time served as a PIE will be awarded as follows:
 - a. Hours worked prior to the April 1999 pay period.
Intermittent employees shall be awarded one (1) seniority point for each qualifying monthly pay period of state service in classifications defined in paragraph B.1. above. A pay period in which an intermittent employee works one hundred sixty (160) or more hours will be considered a qualifying pay period. The hours in excess of one hundred sixty (160) hours in a monthly pay period shall not be counted or accumulated.

- b. Hours worked on or after the April 1999 pay period, unless extended by mutual agreement.

Intermittent employees shall be awarded one (1) seniority point for each qualifying monthly pay period of state service in classifications defined in paragraph 1 above. A pay period in which an intermittent employee works eighty-eight (88) or more hours will be considered a qualifying pay period for the purpose of accruing seniority. The hours in excess of eighty-eight (88) hours in a monthly pay period shall not be counted or accumulated. If an employee works less than eighty-eight (88) hours in a monthly pay period, it shall be a non-qualifying pay period; such hours shall not be counted or accumulated.

- 5. Ties in seniority shall be broken by first examining each employee's initial hire date. The employee with the earliest initial hire date in a classification defined in paragraph 1 above will be considered the most senior. If a tie still exists, it shall be broken by examining each employee's last four (4) digits of his/her social security number. If a tie still exists, the employee with the lowest middle two (2) digits will be considered the most senior; if a tie still exists, the employee with the lowest first three (3) digits will be considered the most senior.
- 6. An employee's initial hire date shall be the date the employee was initially hired into a Unit 6 position regardless of breaks in service.
 - a. For employees who initially reported to a work site other than an academy, the initial hire date shall be the date they reported to work.
 - b. For employees who initially reported to an academy and are subject to the Academy Start Date Settlement Agreement for Correctional Officers, the initial hire date shall be the one that they received through the Settlement Agreement.
 - c. For employees who initially reported to an academy and are not subject to the above-mentioned Settlement Agreement, the initial hire date shall be the date that they originally reported to an academy. Employees claiming they are entitled to seniority credit pursuant to paragraph 6 must supply written documentation evidencing their report date to the academy.
- 7. Employees claiming they are entitled to seniority credits pursuant to paragraph 6 must supply written documentation evidencing their report date to the academy.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 12: TRANSFER, SENIORITY, OVERTIME AND LAYOFF

12.02 Permanent Involuntary Transfer by Inverse Seniority

- A. When there are two (2) or more employees in a class, and the Department determines an involuntary transfer to a position in the same class is required, or to an appropriate class as designated by SPB, in a location which reasonably requires that an employee change his/her place of residence, or which involves a change in the Appointing Authority, the method of selecting the employee for transfer shall be by inverse seniority, except where precluded by operational needs of the departments or in emergency situations under existing Government Code Sections and DPA Rules.
- B. For reimbursement purposes only, existing DPA and Board of Control rules shall be utilized to determine whether a transfer reasonably requires the involuntarily transferred employee to change his/her place of residence.
- C. In the event the State needs to staff a new facility, the parties mutually agree to Meet and Confer to develop a mutually satisfactory method which takes into consideration voluntary transfers, involuntary transfers by inverse seniority and transfers required to meet operational needs.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 12: TRANSFER, SENIORITY, OVERTIME AND LAYOFF

12.03 Temporary Involuntary Reassignments and Transfers

- A. For the purposes of this section, temporary transfer or reassignment is a change in institution, camp or community-based program or office of not more than thirty (30) work days.
- B. In all cases, the State shall first attempt to fill vacant positions through voluntary means.
- C. If a position cannot be filled through voluntary means, and the temporary assignment or transfer requires the employee to be away from his/her permanent place of residence, the method of selecting the employee for transfer shall be by inverse seniority, except where precluded by the operational needs of the departments or in emergency situations.
- D. Employees who are involuntarily assigned shall receive short term per diem for the first thirty (30) days of their assignment and if required to work past the thirty (30) days assignment, short term per diem will commence on the thirty-first (31st) day and continue for each day the employee is removed from his/her place of permanent residence.
- E. Should the temporary involuntary transfer or reassignment require a temporary change of residence, and be within one (1) of the parole divisions of the department, the State and CCPOA shall Meet and Confer to identify the pool of employees (the region or area) from which the person(s) to be involuntarily transferred on a temporary basis shall be drawn. In any event, the person(s) selected shall be picked by inverse seniority based on time in Unit 6.
- F. No employee may be transferred or reassigned under this section more than one time per fiscal year.
- G. This section shall not affect any per diem right the employee may have.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 12: TRANSFER, SENIORITY, OVERTIME & LAYOFF

12.05 Voluntary Overtime By Seniority

- A. Employees in Bargaining Unit 6 shall be assigned voluntary overtime by seniority except where precluded by operational needs of the departments or in emergency situations. Existing caps on voluntary overtime shall continue; where they do not exist, reasonable caps may be negotiated locally by the parties. There shall be no yearly caps. All other existing rules and policies regarding voluntary overtime continue to remain in effect.
- B. In ~~CDC~~ Adult institutions, COs shall not be eligible to accept an overtime assignment when he/she has worked ten (10) overtime shifts (80 hours) within the 7k work period.

When all employees signed up for a voluntary overtime shift meet or exceed the above overtime limits, the voluntary overtime list will be utilized, by seniority, prior to ordering over. Where this section does not abridge a local agreement, the local agreement shall be left intact. Where local caps are higher than the limits in this section, the local agreement shall be opened in order to insure compliance. Any issue within the local caps agreement that does not deal with the limit of time worked shall only be opened by mutual agreement.
- C. Each Appointing Authority or designee will establish a means by which a Bargaining Unit 6 employee may sign up for an overtime shift. The order of call for voluntary overtime shall normally be from the voluntary overtime roster. However, if the overtime assignment becomes available two (2) hours or less prior to the start time of the overtime assignment, the assignment will be offered to the most senior employee whose name appears on the voluntary overtime roster and who is currently on duty.
- D. Overtime at camps and community-based programs shall be on a rotational basis.
- E. In addition to the above within CYA DJJ, overtime under this provision shall be offered by seniority by classification. When there are no volunteers on the appropriate list within the classification, the Department shall use the following options in descending order:
 - 1. Use the volunteers from an appropriate classification (i.e., Youth Correctional Counselors can work for YCOs and vice versa);
 - 2. Use the involuntary overtime provisions; or
 - 3. Take necessary action to ensure adequate coverage.
- F. Existing institutional sign-up procedures and policies in effect during the terms of this MOU will not be changed without local negotiations.
- G. When an outside employer engages COs to work for a project on departmental grounds, the employees will be hired on an overtime basis pursuant to this section, or be placed on special assignment to work, and their positions filled behind with a PIE or on an overtime basis pursuant to this section, except if the position is not normally filled behind.
- H. When it is determined a violation of this section has occurred, the "wronged" employee shall be entitled to four (4) hours pay at time and one-half.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 12: TRANSFER, SENIORITY, OVERTIME & LAYOFF

12.06 Involuntary Overtime By Inverse Seniority

- A. Employees in Bargaining Unit 6 shall be assigned involuntary overtime on a rotating basis by inverse seniority except when precluded by operational needs of the departments or in emergency situations. Specifically excluded from this section are camps and other ~~CDC~~ Adult community-based programs.
- B. In the departments, the junior seventy percent (70%) of the employees assigned overtime in a particular classification shall only be assigned involuntary overtime twice during a monthly pay period before the senior remaining thirty percent (30%) of the employees are required to work involuntary overtime. If after the junior seventy percent (70%) have been worked twice in any monthly pay period and the senior thirty percent (30%) once in that same monthly pay period, then the junior seventy percent (70%) shall be required to work again.
- C. Normally employees will not be assigned involuntary overtime on their regular day off (RDO). For the purposes of this section, an employee's RDO begins immediately after the completion of their normal shift before the RDO.
- D. The departments will make reasonable efforts to canvass on-duty employee volunteers prior to the implementation of this contract section.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 12: TRANSFER, SENIORITY, OVERTIME & LAYOFF

12.08 Layoff and Reemployment

- A. Whenever it is necessary because of a lack of work or funds, or whenever it is advisable in the interest of the economy to reduce the number of permanent and/or probationary employees in the CDCR Department of Corrections, Youth Authority and Mental Health, the State may lay off employees pursuant to this section and DPA/SPB Law and Rules which are not superseded by this section.
- B. Order of Layoff
Layoff shall be made in order of seniority pursuant to Government Code Sections 19997.2 through 19997.7 and applicable DPA rules except as superseded by this MOU. Seniority scores shall be determined pursuant to Section 12.01 of this MOU. In determining seniority scores, one (1) point shall be allowed for each qualifying monthly pay period of full-time state service in Unit 6, regardless of when such service occurred. A pay period in which a full-time employee works eleven (11) or more days will be considered a qualifying pay period, except that when an absence from state service resulting from a temporary or permanent separation for more than eleven (11) consecutive work days falls within two (2) consecutive qualifying pay periods, the second pay period shall be disqualified.
- C. Employees compensated on a monthly basis shall be notified in writing thirty (30) calendar days in advance of the effective date of the layoff. Where the notices are mailed, the beginning of the thirty (30) calendar day period will be determined by the postmark of the notice. Notice of the layoff shall be sent to CCPOA. The reason for the proposed layoff, the anticipated classifications affected, the number of employees in each class, the estimated number of surplus employees in each classification, and the proposed effective date of the layoff, will be clearly stated in the layoff notice sent to CCPOA and the employee.
- D. Transfer or Demotion in Lieu of Layoff
The State may offer affected employees a transfer or a demotion, in lieu of layoff, to another position deemed appropriate by the Department, pursuant to Government Code Section 19997.8 through 19997.10 and applicable DPA Rules. If an employee refuses a transfer or demotion, the employee may be laid off from state service.
- E. Whenever the State determines it necessary to lay off employees, the State shall Meet and Confer in good faith with CCPOA regarding the impact of said layoff(s) and alternatives to the layoff(s). The State and CCPOA shall meet in good faith to explore alternatives to laying off employees such as, but not limited to, voluntary reduced work time, retraining, early retirement, job sharing, and unpaid leaves of absence.

- F. In accordance with Government Code Section 19997.11 and 19997.12, the State shall establish a reemployment list by class for all employees who are laid off. Such lists shall take precedence over all other types of employment lists for the classes in which the employees are laid off. Employees shall be certified from department or subdivision reemployment lists in accordance with Section 19056 of the Government Code.
- G. An appeal of any portion of this layoff provision shall solely be through the procedures established in Government Code Section 19997.14 and shall not be subject to the grievance and arbitration Article of this MOU.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 13: HEALTH AND WELFARE

13.02 Dental/Vision Erisa Trust

A. Dental Contribution

Effective July 1, 2001, the State agrees to provide CCPOA the net sum of \$44.33 per month per eligible employee for the duration of this agreement to provide a dental benefit through the CCPOA Benefit Trust Fund.

1. The State shall pay \$44.33 per month for coverage of an eligible employee.
2. The State shall pay \$44.33 per month for coverage of an eligible employee plus one dependent.
3. The State shall pay \$44.33 per month for coverage of an eligible employee plus two dependents.
 - a. Employee Eligibility
Employee eligibility for dental benefits will be the same as that prescribed for health benefits under Section 13.01 subsections 2a, 2b.
 - b. Family Member Eligibility
Family member eligibility for dental benefits will be the same as that prescribed for health benefits under Section 13.01 subsection 3a.
 - c. Coverage During First 12 Months of Employment
Employees appointed into State service who meet the above eligibility criteria, will not be eligible for enrollment in the Union-sponsored fee-for-service plan until they have maintained enrollment in the Union-sponsored prepaid plan for twelve (12) consecutive months. However, if no prepaid plan is available within a 35-mile radius of the employee's residence or an eligible family member resides in another service area, the employee will be allowed to enroll in the union's fee-for-service plan.

B. Vision Contribution

Effective July 1, 2001, the State will provide the sum of \$8.10 or the negotiated rate for all employees, whichever is less, per eligible employee to provide a vision benefit through the CCPOA Benefit Trust Fund.

1. Employee Eligibility
Employee eligibility for vision benefits will be the same as that prescribed for health benefits under Section 13.01 subsections 2a, 2b.
2. Family Member Eligibility
Family eligibility for vision benefits will be the same as that prescribed for health benefits under Section 13.01 subsection 3a.

C. Permanent Intermittent Employees

Qualifying PIEs: PIEs will qualify to receive dental and vision benefits the first day of the pay period following graduation from the academies of ~~CDC Adult~~ and ~~CYA DJJ~~. PIEs will have 60 days to enroll. This coverage is to be applied to the controlled period that the graduation date is in; and the eligibility continues through the following control period. Thereafter, PIEs must work a minimum of four hundred eighty (480) hours in each control period, as established by PERS, to continue coverage, pursuant to Government Code Section 22822.

The employee will be required to pay any premium amount for the CCPOA sponsored dental and/or vision plan benefit through the CCPOA Benefit Trust Fund, in excess of the State's contribution.

CCPOA shall hold the State of California harmless for any legal actions that may arise from CCPOA's administration of the dental/vision trusts.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 13: HEALTH AND WELFARE

13.04 Flexible Benefit Program

- A. The State agrees to provide a Flexible Benefits Program under Section 125 and related Sections 129, 213(d), and 105(b) of the Internal Revenue Code. These sections allow the employee to participate in DEPCARE and/or Health Care Reimbursement Account. All participants in the FlexElect Program shall be subject to all applicable Federal statute and related administrative provisions adopted by DPA. All eligible employees must work one-half ($\frac{1}{2}$) time or more and have permanent status or if a limited-term or TAU appointment, must have mandatory return rights to a permanent position.
- B. Employees may enroll in the Flexible Benefits Program and participate in all of the options with the exception of the cash option in lieu of dental insurance.
- C. PIEs may only participate in the pre-tax premium and/or the cash option for medical insurance. PIEs choosing the pre-tax premium must qualify for State medical and/or dental benefits. PIEs choosing the cash option will qualify if they work at least one-half ($\frac{1}{2}$) time, have an appointment for more than six (6) months, and receive credit for a minimum of four hundred eighty (480) paid hours within the six (6) month control period of January 1 through June 30 of the plan year in which they are enrolled.

This section is not grievable or arbitrable.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 13: HEALTH AND WELFARE

13.05 Long-Term Care Insurance Plans

Employees in classes assigned to Bargaining Unit 6 are eligible to enroll in the Long-Term Care Insurance Program offered by PERS. The employee's spouse, parents, and the spouse's parents are also currently eligible to enroll in the plans, subject to the underwriting criteria specified in the plan.

The long-term care insurance premiums and the administrative cost to the Controller's Office shall be fully paid by the employee and are subject to payroll deductions.

Nothing herein prevents PERS from altering or modifying the terms of the plan or premiums at any time.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 13: HEALTH AND WELFARE

13.07 Alternate Pre-Retirement Death Benefit

The parties agree to allow for a pre-retirement death benefit as found in the applicable Government Codes.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 13: HEALTH AND WELFARE

13.09 Survivors' Benefits

The State agrees to cover Bargaining Unit 6 Peace Officers with the Fifth Level of the 1959 Survivors' Benefits at no cost above the \$2 existing rate.

- A. Employees in Unit 6 who are members of PERS will be covered under the Fifth Level of the 1959 Survivors' Benefits which provides a death benefit in the form of a monthly allowance to the eligible survivor in the event of death before retirement. This benefit will be payable to eligible survivors of current employees who are not covered by Social Security and whose death occurs on or after the effective date of the MOU for this section.
- B. The contribution for employees covered under this new level of benefits will be two dollars (\$2) per month. The State will contribute any difference required to provide the survivors' benefits.
- C. The survivors' benefits are detailed in the following schedule:
 - 1. A spouse who has the care of two (2) or more eligible children, or three (3) or more eligible children not in the care of the spouse.....\$1,800;
 - 2. A spouse with one (1) eligible child, or two (2) eligible children not in the care of the spouse.....\$1,500;
 - 3. One (1) eligible child not in the care of the spouse; or the spouse, who had no eligible children at the time of the employee's death, upon reaching age sixty-two (62).....\$750.
- D. When an active Bargaining Unit 6 employee on the payroll dies due to an illness or injury which was not incurred in the line of duty, a request may be made to the Appointing Authority to allow employees to donate annual leave, vacation, holiday, personal leave or excess time to the leave bank of the deceased employee. This time shall be cashed out to provide direct financial assistance to the person otherwise entitled to receive the value of the deceased employee's leave balance. The maximum limit of contributions/compensation shall not exceed \$50,000. Donations will only be accepted for 30 days following the approval of the request.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 14: ALLOWANCES AND REIMBURSEMENTS

14.02 Overtime Meal Benefits and Allowances

- A. Overtime meal allowances are granted when an employee is required to work in excess of two (2) hours past their normal work day. If the employee is required to work for more extended periods of time, he/she may be allowed to gain an additional meal allowance for each additional six (6) hour period. No more than three (3) overtime meal allowances will be claimed during any twenty-four (24) hour period. Overtime must be through the approved procedure.
- B. Employees shall be provided an overtime meal ticket with the date of issue and time recorded on the meal ticket. For reimbursement purposes, the value of the first and third overtime meal allowances issued during any twenty-four (24) hour period shall be \$6 without receipts; and the value of the second meal ticket issued during overtime shall be \$6 without receipts effective January 1, 2000. Employees issued meal tickets may receive reimbursement for the meal ticket by attaching the meal ticket to a State Form 262 Travel Expense Claim. Employees not issued meal tickets need only state on Form 262 what date and times they worked the overtime and earned the overtime meals. The form must be submitted by no later than July 7th for meal tickets issued in the prior fiscal year.
- C. The State shall issue the meal ticket on the day in which it is earned.
- D. The value of the meal ticket at the institution's snack bar or dining room shall be established by management after consulting with the CCPOA local chapter, but will be sufficient to purchase a complete hot meal. This may be higher than the reimbursement figure contained in paragraph B. above.
- E. If an employee chooses to use the meal ticket at the employees' snack bar or dining room the employee must use it within ninety (90) days from the end of the fiscal year in which it was issued.
- F. If, during the term of the MOU, the rates for non-represented employees increase, the proportionate adjustments will be made to this provision for Unit 6.
- G. The provision of this section becomes effective upon ratification by the Legislature and the Union.
- H. When an employee is assigned to an out-of-class assignment, the value of the overtime meal allowance shall be that of the position worked, if it is higher than that of an Unit 6 meal ticket.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 14: ALLOWANCES AND REIMBURSEMENTS

14.03 Moving and Relocation Expenses

Whenever an employee is reasonably required by the State to change his or her place of residence, the State shall reimburse the employee for approved items in accordance with the lodging, meal and incidental rates and time frames established in Section 14.01, and in accordance with existing requirements, time frames and administrative rules and regulations for reimbursement of relocation expenses that apply to excluded employees.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 14: ALLOWANCES AND REIMBURSEMENTS

14.05 Badges

- A. The State shall provide a badge for each ~~GDC~~ Adult employee having Peace Officer status. ~~CYA~~ DJJ and DMH agree that badges issued on a permanent basis shall be comparable in size and quality to those now issued by ~~GDC~~ Adult.
- B. The State agrees that an optional belt badge may be purchased by Field Parole Agents subject to the procedures established by the State. All other Bargaining Unit 6 Peace Officers may purchase up to two (2) additional badges, either a wallet or dome badge, at their own expense.
- C. Badge size, design, and circumstances specifying badge use and purchase will be determined by the State.
- D. When the Unit 6 Peace Officer retires from state service, the ~~GDC/CYA~~ Adult/DJJ Peace Officer will be provided a flat badge in retired status in an appropriate case with a clear slot for the also presented retiree identification. Both departments shall be responsible for ensuring that an appropriate retired status designation is affixed to the badge. If a Unit 6 Peace Officer retires and relinquishes the optional badge to the Department, that department shall reimburse the Peace Officer for the optional badge at the current, fair market value.

~~CYA~~ DJJ shall be allowed to exhaust its present stock of dome badges before implementing this section with the flat badge.
- E. When the Unit 6 Peace Officer separates from state service, for other than retirement purposes, the Peace Officer shall relinquish the provided badge to the Appointing Authority's designee. The separating Peace Officer shall relinquish any optional badge he/she may have, and the State shall reimburse the separating Peace Officer for the optional badge at the current, fair market value.
- F. ~~CYA~~ DJJ Field PAs, YCOs, Transportation Officers and Camp COs in the ~~CYA~~ DJJ will be issued badges by ~~CYA~~ DJJ. ~~CYA~~ DJJ Field PAs shall be issued two (2) badges (domed and wallet) by ~~CYA~~ DJJ.
- G. Correctional Counselors shall be allowed to wear a belt badge while on duty.
- H. When the State determines that a badge becomes so worn that it becomes difficult to read the badge number or its other significant markings, the State shall refurbish the badge at no cost to the employee.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 14: ALLOWANCES AND REIMBURSEMENTS

14.06 Replacement of Damaged Personal Clothing and/or Articles

- A. An employee shall exercise reasonable choice in and care of their personal clothing and/or articles when attending to their assigned duties and responsibilities.
- B. When an employee's personal clothing and/or articles, which are necessarily worn or used by the employee and required for work performance, are damaged by wards, inmates or clients who are under the control of the State, so that said clothing and/or articles are unacceptable for public view, and the damage occurs through no wrongful act of neglect on the part of the employee, the State shall reimburse the employee for the clothing or article based on a reasonable fair market value of the item(s).
- C. Damage due simply to normal wear during the course of work shall not be compensable by the State.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 14: ALLOWANCES AND REIMBURSEMENTS

14.07 Commute Program

- A. Employees working in areas served by mass transit, including rail, bus, or other commercial transportation licensed for public conveyance shall be eligible for a seventy-five percent (75%) discount on public transit passes sold by State agencies up to a maximum of \$65 per month. Employees who purchase public transit passes on their own shall be eligible for a 75 percent (75%) reimbursement up to a maximum of \$65 per month. This shall not be considered compensation for purposes of retirement contributions. The State may establish and implement procedures and eligibility criteria for the administration of this benefit including required receipts and certification of expenses.
- B. Employees riding in vanpools shall be eligible for a 75 percent (75%) reimbursement of the monthly fee up to a maximum of \$65 per month. In lieu of the van pool rider reimbursement, the State shall provide \$100 per month to each State employee who is the primary vanpool driver, meets the eligibility criteria, and complies with program procedures as developed by the State for primary vanpool drivers. This shall not be considered compensation for purposes of retirement. A vanpool is defined as a group of seven or more people who commute together in a vehicle (State or non-State) specifically designed to carry an appropriate number of passengers. The State may establish and implement procedures and eligibility criteria for the administration of this benefit.
- C. Employees headquartered out of State shall receive reimbursement for qualified public transportation and vanpool expenses for 75 percent (75%) of the cost up to a maximum of \$65 per month or in the case of the primary van pool driver, the \$100 per month rate. The appointing power may establish and implement procedures regarding the certification of expenses.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 15: SALARIES

15.03 Merit Salary Adjustments (MSA)

- A. Employees who are not paid at the maximum step of the salary range for their classification shall receive annual Merit Salary Adjustments (MSA) in accordance with Government Code Section 19832 and applicable Department of Personnel Administration (DPA) rules.
- B. A Merit Salary Adjustment shall occur effective on the first of the monthly pay period next following completion of:
 - 1. Twelve months of qualifying service after (a) appointment; or (b) the employee's last MSA; or (c) the employee's last special in-grade salary adjustment; or (d) movement between classes which resulted in a salary increase of one or more steps, or (e) as provided in subsection B (2).
 - 2. The number of months of qualifying service as provided by DPA after movement between classes which resulted in a salary increase of less than one step as provided in DPA Rule 599.683.
- C. Employees shall be informed in writing that their MSA is being denied ten (10) working days prior to what would have been the effective date of the MSA along with a written explanation of the reason why.
- D. The provisions of this section do not apply to salary ranges that are subject to the "apprentice increase" process stated in Section 15.01 (e.g., Range B/J for Correctional Officer/Youth Correctional Officer and Youth Correctional Counselor).
- E. Employees who are certified as successful job performers shall receive their Merit Salary Adjustment (MSA). Successful job performance shall be based on the latest performance evaluation on file as of the date of the pay increase. If no performance report is on file, the employee shall be deemed to have been performing successfully and shall receive his/her MSA. Employees who are denied their MSA may be reconsidered for the MSA at any future time, but at least every three (3) months. An employee whose MSA is denied under this section may grieve the denial under the procedure described below up to the mini-arb procedure process described in Section 6.13. Grounds for the grievance shall be limited to the following:
 - 1. Failure to receive a performance appraisal during the one (1) year period prior to the employee's MSA, in which case the arbitrator shall direct that the employee receive the MSA.
 - 2. Clear and compelling disparity between the Appointing Authority or designee's failure to grant the MSA and the employee's performance.
 - 3. Circumstances clearly and substantially indicating that the Appointing Authority or designee's denial of the MSA was determined by factors other than the employee's job performance.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 15: SALARIES

15.04 Employer-Paid Retirement Contributions

The purpose of this Article is to implement the provisions contained in Section 414(h)(2) of the Internal Revenue Code concerning the tax treatment of employee retirement contributions paid by the State of California on behalf of employees in the bargaining unit. Pursuant to Section 414(h)(2) contributions to a pension plan, although designated under the plan as employee contributions, when paid by the employer in lieu of contributions by the employee, under circumstances in which the employee does not have the option of choosing to receive the contributed amounts directly instead of having them paid by the employer, may be excluded from the gross income of the employee until these amounts are distributed or made available to the employee.

Implementation of Section 414(h)(2) is accomplished through a reduction in wages pursuant to the provisions of this Article.

A. DEFINITIONS

Unless the context otherwise requires, the definitions in this Article govern the construction of this Article.

1. "Employees." The term "employees" shall mean those employees of the State of California in Bargaining Unit 6 who make employee contributions to the PERS retirement system.
2. "Employee Contributions." The term "employee contributions" shall mean those contributions to the PERS retirement system which are deducted from the salary of employees and credited to individual employees' accounts.
3. "Employer." The term "employer" shall mean the State of California.
4. "Gross Income." The term "gross income" shall mean the total compensation paid to employees in Bargaining Unit 6 by the State of California as defined in the Internal Revenue Code, and rules and regulations established by the Internal Revenue Code.
5. "Retirement System." The term "retirement system" shall mean the PERS retirement system as made applicable to the State of California under the provisions of the Public Employees' Retirement Law (California Government Code Section 20000, et. seq.).
6. "Wages." The term "wages" shall mean the compensation prescribed in this MOU.

B. PICK UP OF EMPLOYEE CONTRIBUTIONS

1. Pursuant to the provisions of this MOU, the employer shall make employee contributions on behalf of employees, and such contributions shall be treated as employer contributions in determining tax treatment under the Internal Revenue Code of the United States. Such contributions are being made by the employer in lieu of employee contributions.
2. Employee contributions made under paragraph A. of this Section shall be paid from the same source of funds as used in paying the wages to affected employees.

3. Employee contributions made by the employer under paragraph A. of this Section shall be treated for all purposes other than taxation in the same manner and to the same extent as employee contributions made prior to the effective date of this MOU.
4. The employee does not have the option to receive the employee contributed amounts paid pursuant to this MOU directly instead of having them paid to the retirement system.

C. WAGE ADJUSTMENT

Notwithstanding any provision in this MOU to the contrary, the wages of employees shall be reduced by the amount of employee contributions made by the employer pursuant to the provisions hereof.

D. LIMITATIONS TO OPERABILITY

This Section shall be operative only as long as the State of California pick-up of employee retirement contributions continues to be excludable from gross income of the employee under the provisions of the Internal Revenue Code.

E. NON-ARBITRABILITY

The parties agree that no provisions of this Section shall be deemed to be arbitrable under the grievance and arbitration procedure contained in this MOU.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 15: SALARIES

15.06 Bilingual/Sign Language Pay

An employee, certified "bilingual" or sign linguist, who is required to utilize his/her bilingual/sign language skills, shall receive a \$100 per month bilingual/sign language pay differential. Payment shall commence after certification and utilization of these skills on the first pay period in which the employee was certified by the Board as being bilingual or sign linguist.

- A. Bilingual/sign language pay of \$100 per month shall be paid to employees utilized by the State to interpret or translate either verbal or written communications to and from a foreign language.
- B. An employee is entitled to receive bilingual/sign language pay provided that employee has passed the State's bilingual/sign language proficiency examination and has been required by a supervisor to use these skills on a continuing basis. Use of bilingual/sign language skills includes any combination of conversational, interpretational, or translation in a second language or related activities performed with the specific bilingual/sign language transactions.
- C. The position or post held by the employee is irrelevant to the employee's entitlement to bilingual/sign language pay status.
- D. The bilingual/sign language pay program is to be administered in accordance with DPA Rules and Regulations.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 15: SALARIES

15.07 Physical Fitness Incentive Pay

- A. Effective July 1, 2002, all Bargaining Unit 6 employees with less than 60 qualifying pay periods in the bargaining unit shall receive a flat rate of \$65 per pay period for successfully completing the physical fitness exam.

Effective upon ratification of this agreement by both parties all Bargaining Unit 6 employees with 60 qualifying pay periods or more in the unit shall receive a flat rate of \$100 per pay period for successfully completing the physical fitness test. Effective July 1, 2002, the \$100 flat rate for all Bargaining Unit 6 employees with 60 qualifying pay periods or more in the unit shall be increased to \$130 per pay period for successfully completing the physical fitness exam.

For the purposes of this section, a qualifying pay period is defined as 11 days of work or more for full time employees, and 88 hours of work or more for Permanent Intermittent Employees (PIE) in a pay period. Should a PIE have worked 88 or more qualifying hours in any of the 60 qualifying pay periods prior to the effective date of this MOU, each of these pay periods shall count as a qualifying pay period for purposes of determining the employee's eligibility for Physical Fitness Incentive Pay (PFIP). This paragraph shall not apply to employees who currently receive PFIP.

- B. The following list of tests in effect until July 1, 2002 shall constitute the Physical Fitness Program: The Illinois Agility Run Test, The Vertical Jump Test, The Flexibility Sit and Reach Test or Sit-ups, and the Three-minute Step Test. In administering the Three minute Step Test, the participant shall sit down immediately after the three (3) minutes of stepping. A sixty (60) second heart rate is to be counted starting sixty (60) seconds after the participant sits down.
- C. If the employee fails the test in effect until July 1, 2002 the first time, the employee shall be allowed sixty (60) days in which to successfully pass the physical fitness program. This incentive pay shall not be retroactive for those employees who fail the exam the first time.
- D. This physical fitness incentive pay shall be a part of the employee's normal check for permanent full-time and permanent part-time employees, but shall not be included for purposes of computing benefits (including, but not limited to, PERS calculations) and/or additional compensation. In terms of withholding for tax purposes, this stipend shall be subject to the same withholding rules as normal checks.
- E. The State and CCPOA shall Meet and Confer over the development of an alternate form or new form of the physical fitness program or if both parties agree to increase the number or frequency of testing dates.
- F. If an employee has missed a scheduled test either through scheduled vacation, injury and/or family illness, that employee will be allowed to take the examination at the next scheduled date.

G. The physical exam that is taken beginning July 1, 2002 shall be annual.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 15: SALARIES

15.09 K-9 Duty Compensation and Overtime

- A. The State agrees to compensate canine officers for routine time spent for canine care outside the regular work schedule at the prevailing federal or state minimum hourly rate per hour, whichever is greater. The parties further agree that routine daily canine care generally requires up to sixteen (16) hours each pay period beyond an officer's regular work schedule. This daily "routine" K-9 care will be compensated based on the prevailing federal or state (whichever is greater) minimum hourly wage at time-and-one-half hourly rate. The officer is only pre-approved for up to sixteen (16) hours per pay period. The officer will submit this overtime via the daily timekeeping process and it will be in addition to any other regular overtime the officer may have worked.

If an officer needs to exceed the maximum daily routine care time allotment noted in A. above, the officer must obtain his/her supervisor's approval prior to exceeding the maximum. The officer must justify the need to exceed the maximum in writing.

- B. Daily routine care performed outside the regular work hours consists of various tasks such as feeding, grooming, medicating, exercising the dog(s), performing incidental maintenance training, spraying for pest control in the area, and preparing and cleaning the living space for the dog(s).
- C. As long as the officer has K-9 responsibility even when they are on sick leave, vacation, or other approved leave, they may accrue up to thirty (30) minutes per day of daily routine care as noted in A. above.
- D. The employer will pay for food and veterinary care for the dog(s) and miscellaneous incidentals for dog care such as brushes, detergents, soaps, flea control products, and pest control sprays.
- E. The employer will pay the officer at his or her regular overtime rate of pay for extra duties such as emergency veterinary care, outside the normal work schedule or any duties assigned by management, such as, searches, pre-approved non-routine training and all other dog-related matters not specifically enumerated in paragraph B. above.
- F. Management retains the right to call an officer and their dog to duty at anytime outside their regular work schedule. On such occasions, the employer will pay the officer, if applicable, in accordance with existing "callback" rules.
- G. The State prohibits canine officers from performing any work while traveling to or from the institution or worksite with the dog. If the officer must travel to an "other than normal" worksite, the State will compensate the officer for any increase in travel time in accordance with prevailing travel rules. The State may require the officer and the dog to travel only during regular work hours.

- H. The State reserves the right to discontinue the use of canine units, or to provide for their total care and maintenance at the institution.
- I. A K-9 officer is required to obtain a certification that he or she has received the required dog handler training.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 15: SALARIES

15.10 401 (k) Plan

Employees in Unit 6 are to be included in the State of California, DPA's 401 (k) Deferred Compensation Program.

DEFERRED COMPENSATION

The State of California will have two (2) voluntary deferred compensation programs under Sections 457 and 401 (k) of the IRS Code.

The IRS has approved the State's 1985 request for a 401 (k) program. A single state plan paralleling the 457 will be provided to employees.

The 401 (k) is a currently qualified trust, which is subject to the 1986 and 1987 tax code revisions. As a result it will be, at least initially, more advantageous for those earning less than \$66,000 per year, subject to COLA.

401 (k) programs hold in trust employees' money while the 457 holds State money in trust for the employee.

Currently, the 401 (k) has the following provisions which differ from the 457:

- Allows for a loan provision whereby an employee can borrow against his/her fund;
- Allows IRAs to be rolled into the 401 (k) fund or out of 401 (k) into an IRA without first taxing;
- Allows for a five (5) year forward averaging when the funds are drawn out;
- Allows for a maximum contribution which increases each year by the increase in the national CPI rate.

Penalizes persons earning over \$66,000 by reverting contribution for taxing purposes if the plan's ratio of contribution by higher paid employees substantially exceeds lower paid.

IRS changes may make the 401 (k) program unattractive in the future. As a result, the State intends to offer the same investments to both the 457 and 401 (k) participants to assure both funds earn maximum interest. If the 401 (k) must be eliminated in later years, employee funds will be protected.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 15: SALARIES

15.11 Salary Definitions

For the purpose of salary actions affecting employees, the following definitions shall apply.

- A. "Salary range" is the minimum and maximum rate currently authorized for the class.
- B. "Step" is a five percent (5%) differential above or below a salary rate, rounded to the nearest dollar.
- C. "Rate" for employees compensated on a monthly basis is any one of the full dollar amounts found within the salary range and, for employees compensated on a daily or hourly basis, any one of the dollar and cents amounts found within the salary range.
- D. "Range differential" is the difference between the maximum rate of two (2) salary ranges of the pay plan.
- E. "Substantially the same salary range" is a salary range with the maximum salary rate the same as or less than two (2) steps higher or lower than the maximum salary rate of another salary range.
- F. "Higher salary range" is a salary range with the maximum salary rate at least two (2) steps higher than the maximum salary rate of another salary range.
- G. "Lower salary range" is a salary range with the maximum salary rate at least two (2) steps lower than the maximum salary rate of another salary range.
- H. Under paragraph B., one step higher is calculated by multiplying the rate by 1.05 (rounded) (e.g., $\$2,300 \times 1.05 = \$2,415.00$ [rounded to $\$2,415$]). One (1) step lower is calculated by dividing the rate by 1.05 (rounded) (e.g., $\$2,415$ divided by 1.05 = $\$2,300.00$ [rounded to $\$2,300$]).
- I. Under paragraphs E., F., and G., two (2) steps higher is calculated by multiplying the rate by 1.05 (rounded) and then multiplying the result by 1.05 (rounded) (e.g., $\$2,300 \times 1.05 = \$2,415.00$ [rounded to $\$2,415$]; $\$2,415 \times 1.05 = \$2,535.75$ [rounded to $\$2,536$]). Two (2) steps lower is calculated by dividing the rate by 1.05 (rounded) and then dividing the result by 1.05 (rounded) (e.g., $\$2,536$ divided by 1.05 = $\$2,415.2381$ [rounded to $\$2,415$]; $\$2,415$ divided by 1.05 = $\$2,300.00$ [rounded to $\$2,300$]). This method is referred to as the Universal Salary Schedule calculation.

Unless otherwise provided by SPB, the lowest salary range currently authorized for the class is used to make salary comparisons between classes. Any rate falling within the salary range for a class may be used to accomplish appropriate step differentials in movements between classes and salary ranges.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 15: SALARIES

15.12 Overpayments/Payroll Errors (Accounts Receivable)

- A. This provision applies when the State determines that an overpayment has been made to an employee. "Overpayment" is defined as cash or time off that has been overpaid, regardless of the reason.
- B. When an employee is overpaid or owes the State money, the employee shall be given reasonable individual notice in writing prior to the State establishing an accounts receivable. Employees assigned to camp positions will be provided written notice of any overpayment. This notice will be sent certified mail/return receipt requested.
- C. If an overpayment occurs, reimbursement shall be made to the State through one (1) of the following methods:
 - 1. First, in cash payment(s) mutually agreed to by the employee and the State; or
 - 2. Installments through payroll deduction to cover the same number of pay periods in which they are accrued, provided the full amount is recovered in one (1) year or less. Where over-payments have continued for more than one (1) year, full payment may be required by the State through payroll deductions over the period of one (1) year. In those cases involving large accounts receivables, longer periods of replacement may be agreed to; or
 - 3. Upon employee request, the overpayment shall be satisfied by use of leave credits, excluding sick leave.
- D. In any event, the maximum part of the aggregate disposable earnings of an individual for any pay period which may be subject to garnishment may not exceed twenty-five percent (25%) of his/her disposable earnings for the pay period. The term "garnishment" means any legal or equitable procedure (including, but not limited to, tax payments, child support payments, spousal support payments, earnings withholding orders, and accounts receivable) through which the earnings of any individual are required to be withheld for payment of any debt.
- E. If an employee who was given an advance, signed a waiver and should have reasonably known that the overpayment occurred, the schedule of repayment may be determined by the State, and will not be subject to paragraphs C. above and H. below.

- F. An employee whose employment is terminated prior to full repayment of the amount owed shall have withheld from any money owing the employee, upon termination, an amount sufficient to provide full repayment. If the final amount owed to the employee is insufficient to provide full reimbursement to the State, the State shall have the right to exercise any and all other legal means to recover the additional amount owed.
- G. No provision of this section shall supersede the current procedure for the correction or repayment of errors or other losses directed by third parties covering areas such as insurance, retirement, social security, court ordered payments or disability pay.
- H. The State agrees to hold CCPOA harmless with respect to reasonable legal expenditures, costs and/or judgments.
- I. If the employee believes an overpayment did not occur, or that the repayment schedule is not equitable, he/she may appeal by grievance at the second level within ten (10) work days of the notice of overpayment. No action shall be taken to establish an "accounts receivable," if a grievance has been filed, until after the Department has responded to the grievance at the third level.
- J. In CDCR , if an accounts receivable is established because an employee has failed to submit a completed "998" pursuant to the 998A Agreement (see Sideletter #4), the employee may file a grievance at the second level of review. If the grievance is not resolved, the grievance may be appealed to arbitration under the mini-arb process pursuant to Article VI of this MOU. The arbitrator may order the reversal of the accounts receivable if he/she finds there are mitigating circumstances for failure to submit the 998A, or if the State fails to follow the correct process as outlined in the Agreement.
- K. No administrative action shall be taken by the State to recover an overpayment unless the action is initiated within three (3) years from the date of the overpayment.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 15: SALARIES

15.14 Personal Leave Program

Employees shall retain their personal leave balances from the Personal Leave Program (PLP) established under Section 16.13 of the 1992-1995 MOU. Employees may continue to request use of PLP credits in accordance with departmental policies for requesting the use of vacation.

Fifty percent (50%) of the personal leave balance described in Section 16.13 of the 1992-1995 MOU accrued by the employee, is not subject to State-initiated buyback without prior approval of the employee.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 15: SALARIES

15.16 CO Cadet Pay

- A. The rate of pay for CO Cadets, while attending all training at the Basic Correctional Officer Academy (BCOA) shall be as described in Section 15.01 B. CO Cadets who are appointed to Range B or Range C of the CO classification while attending the BCOA, will be paid their appointed hourly rate of pay and one and one-half (1) overtime rate. Shift differential pay, and other special pay provided for in the Unit 6 MOU shall not apply to, or be included with this pay program for CO Cadets.
- B. CO Cadets, while attending all training at the BCOA, shall work a scheduled forty (40) hour Monday through Sunday work week. Days off during the BCOA may vary according to the scheduled curriculum. CO Cadets will be scheduled a minimum of six hundred forty (640) hours of training, education, and instruction during the sixteen (16) week BCOA.
- C. Upon successful graduation from the BCOA, employees will receive eight (8) hours of holiday credit for each holiday that occurred during their tenure at the BCOA. The recorded holiday credit will be considered full compensation for holidays that occurred while attending the BCOA.
- D. The Department will make every reasonable effort to provide warrant release dates similar to other employees.
- E. If and when the structure or length of the BCOA is altered, the parties agree to reopen this section and Meet and Confer regarding the impact of any change.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 15: SALARIES

15.18 Defined Contribution Plan (POFF II)

- A. Effective October 1, 1998, the State employer agrees to make a contribution to the State Peace Officers' and Firefighters' Defined Contribution Plan, as described in Section 22960 of the Government Code. The contribution shall be two percent (2%) of each eligible union member's base pay. This contribution shall continue to be made, at the rate specified in this section, in the event the terms of this contract expire, until a new contract is reached.
- B. Employees appointed to the classifications of COs, YCOs and Youth Correctional Counselors shall not be eligible to receive the above contribution until after graduation from the academy and appointment to Range B.
- C. PIEs shall not be eligible for this deduction until they obtain eligibility for PERS contributions pursuant to PERS regulations. PIEs shall receive the two percent (2%) contribution after completion of each qualifying pay period of one hundred sixty (160) hours.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 15: SALARIES

15.20 Tax Deferral of Lump Sum Leave Cash Out Upon Separation

- A. To the extent permitted by federal and state law, effective January 1, 2002 (or no later than four months following ratification of this agreement by both parties) employees who separate from State service who are otherwise eligible to cash out their vacation and/or annual leave balance, may ask the State to tax defer and transfer a designated monthly amount from their cash payment into their existing 457 and/or 401k plan offered through the State's Savings Plus Program (SPP).
- B. If an employee does not have an existing 457 and/ or 401k plan account, he/she must enroll in the SPP and become a participant in one or both plans no less than 60 days prior to his/her date of separation.
- C. Such transfers are subject to and contingent upon all statutes, laws, rules and regulations authorizing such transfers including those governing the amount of annual deferrals.
- D. Employees electing to make such a transfer shall bear full tax liability, if any, for the leave transferred (e.g., "over-defers" exceeding the limitation on annual deferrals).
- E. Implementation, continuation and administration of this section is expressly subject to and contingent upon compliance with the SPP's governing Plan document (which may at the State's discretion be amended from time to time), and applicable federal and state laws, rules and regulations.
- F. Disputes arising under this section of the MOU shall not be subject to the grievance and arbitration provision of this agreement.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 16: GENERAL MISCELLANEOUS – ALL CLASSIFICATIONS

16.01 Employee Suggestions

The State employer encourages employees to share their ideas with the management of Unit 6. These ideas should be submitted to management in writing through the normal chain of command.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 16: GENERAL MISCELLANEOUS – ALL CLASSIFICATIONS

16.03 Early Intervention Program/Work Injuries

- A. CDC Adult and CYA DJJ, in conjunction with CCPOA and other recognized employee bargaining unit representative associations are initiating a voluntary Early Intervention program within the Workers' Compensation field at every Unit 6 institution, facility, camp and parole region. Early Intervention seeks to insure, before it becomes necessary to engage an attorney, that interested employees involved in Workers' Compensation cases are fully informed of available options by an authorized, independent Early Intervention Counselor and are evaluated by the services of a mutually-agreed upon, independent medical panel to assist in expeditiously reaching timely decisions regarding compensability for qualifying employees. Important to this program is the fact that the Early Intervention counselors, the medical panel, and the rehabilitation counselors are picked by the departments in conjunction with CCPOA and the other recognized employee representative associations. Additionally, a primary goal of the Early Intervention program is to assist, if possible, expedited return to work of the injured employee; using where applicable, such concepts as, but not limited to, temporary limited-duty assignments; the employee being provided, if necessary, with special equipment; or job-site modification; or the retraining of the employee, and the provision of an alternate job in the same department or another state department.

If you desire further information regarding this program, you may call CCPOA's "Early Intervention Coordinator" at (800) 821-6443, or call your local CCPOA office, or contact the State's "Return to Work Coordinator" at your worksite. Additionally, CCPOA should have a local, institutional or parole region, Job Steward designated as an Early Intervention ombudsman who hopefully can help you.

- B. The State will conduct no meetings of local selection committees to choose additional Early Intervention counselors without a prior written notice to CCPOA's main office in Sacramento. Such notice will be provided at least fourteen (14) calendar days in advance of the proposed date. The parties shall then select a mutually satisfactory date for said selection committee to convene on.
- C. Disputes regarding this section shall be grievable only up to the Department Director or designee, which shall constitute an exhaustion of administrative remedies.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 16: GENERAL MISCELLANEOUS – ALL CLASSIFICATIONS

16.05 Post Orders/Duty Statements

Upon request, the local CCPOA chapter will be provided access to existing post orders/duty statements for review, and may make recommendations for changes to the Appointing Authority or designee.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 16: GENERAL MISCELLANEOUS – ALL CLASSIFICATIONS

16.07 CYA DJJ, CDG Adult and DMH Information Documentation

- A. The State agrees to provide CCPOA with the following information when such information is necessary and relevant to CCPOA's duty to represent Unit 6 employees in the CDG Adult/DMH/CYA DJJ under this MOU:
 - 1. The current Post Assignment Schedule (PAS, or its equivalent), complete with summary page(s), i.e., summary part A, B, and C.
 - 2. The current Master Assignment Roster (MAR or its equivalent).
 - 3. The Post Assignment Schedule "legend" (or its equivalent).
- B. The State agrees that such information is necessary and relevant in the following circumstances:
 - 1. When necessary for CCPOA to carry out a Meet and Confer obligation incurred under the terms of this MOU.
 - 2. When necessary to monitor compliance with specific sections of this MOU, and existing local agreements.
- C. The State agrees to provide this information in a timely manner, (for example, the information will be provided in enough time prior to a Meet and Confer or other contractual obligation for the local Unit 6 leadership to verify the document[s] validity).
- D. CCPOA agrees that the State is not obligated to provide a copy of the above in each and every instance as long as the most recent information provided to CCPOA is current. CCPOA agrees that it is prohibited from misusing requests for information to delay the completion of any Meet and Confer obligation under this MOU.
- E. The State agrees that, in keeping with the PERB Decision No. S-CE-730-S, it may be necessary to provide additional documentation that would allow CCPOA to reconcile the PAS and MAR with the most recent Governor's Budget.
- F. Alleged violations of this section may be appealed to arbitration after the third step of the grievance procedure. The arbitrator shall adhere to PERB Decision No. S-CE-730-S and other relevant precedent in determining whether information requested and/or provided under this section is necessary and relevant.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 18: CYA DJJ FIELD PAROLES

18.01 CYA DJJ Field PA Safety Equipment and Procedures

- A. The Department shall provide or otherwise make available to Field PAs necessary safety equipment. This equipment shall include handcuffs, chemical agents, and distinguishable clothing. At the individual PA's request, subject to the mandatory arming policies of the Department, this shall also include department-issued weapons, ammunition carriers, holsters, handcuff cases and waist chains. Employees issued safety equipment will be required to comply with the policies, rules and directions of the department.
- B. Each PA assigned a State-owned vehicle shall also be assigned standard emergency equipment which includes such things as flashlight (all future-purchased flashlights shall be a metal "mag" type light with dead-man switch), first-aid kit, blanket, reflectors, jumper cables, and CPR masks with a one-way valve.
- C. The safety equipment at each parole unit shall include two (2) full sets of restraint gear.
- D. HIV-infected parolee:
 - 1. The State will make available to all parole unit offices, department approved protective clothing to be used as needed by PAs upon request. Disposable protective clothing will include a fluid-resistant coverall, eye-shield/goggle, latex gloves, disposable paper mask and any other protective equipment deemed appropriate by the Department.
 - 2. The Department will continue to provide PAs updated information regarding departmental policy and procedures and other information concerning the handling of HIV-infected inmates and parolees.
- E. The State will provide each PA in the Department with an appropriately sized protective vest/soft body armor. All newly-purchased vests shall minimally be able to stop a 9mm bullet. Each PA shall adhere to the rules, policies, and directives of the State in the use, carrying, wearing and maintenance of the individually-assigned protective vest/soft body armor.
- F. The State shall provide each PA a "ready bag" suitable for storing the individually-assigned protective equipment.
- G. The Department agrees to provide each PA with a cellular/two-way radio telephone.

- H. Each Department PA hired before January 1, 1988, may choose to not carry the departmentally-authorized weapon, the optional, personal 9mm semi-automatic pistol or .38 caliber revolver. All Agents hired after January 1, 1988, shall carry either the departmentally-issued weapon, a personal, departmentally-approved 9mm, semi-automatic pistol, or a personal, departmentally-approved .38 caliber revolver, and ammunition. ~~CYA~~ DJJ agrees to replace all departmentally issued .38 caliber revolvers with a 9mm semi-automatic weapon, the type to be determined by management. The phase out period for the .38 caliber revolver will take place over the life of the contract. An Agent wishing to carry a personal, departmentally-approved semi-automatic pistol or revolver may continue to be authorized as stated in the MOU and Parole Services Manual.
- I. An Agent wishing to carry a personal, departmentally-approved 9mm semi-automatic pistol, or a personal, departmentally-authorized .38 caliber revolver must comply with Section 18.02 and departmental policy. Additionally, the Agent shall adhere to the rules, policies and directives of the Department in the use, carrying, wearing and maintenance of the personal 9mm or personal .38 caliber weapon. These weapons may only be carried in the properly designated holster(s) which have been approved by the Department. The Agent shall also carry only departmentally-issued ammunition. Participation in this program is voluntary. (See Appendix Item #5)
- J. PAs shall be allowed to use ranges pursuant to Section 18.02, for off-duty practice with either the State-issued weapon, the Agent's own 9mm weapon, or the Agent's own .38 caliber revolver.
- K. The Department shall develop protocols for handling hazardous waste, and adequately train each PA in the protocol. The State shall provide each PA with a portable hazardous waste disposable unit that would be carried in the PA's vehicle, and on the PA's person during the searches. Additionally, each PA unit shall have hazardous waste disposal "containers" for dirty needles and urinalysis samples.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 18: ~~CYA~~ DJJ FIELD PAROLES

18.02 ~~CYA~~ DJJ Field PA Training

- A. All personnel subject to PC 832 training shall successfully complete the weapons qualifications course mandated at the PA Academy.

Standards shall be consistent with the Penal Code and include quarterly range requalification/familiarity requirements pursuant to departmental policy and ~~CPOST~~ OTPD guidelines.
- B. The Agent shall be allowed to drive his/her State vehicle to and from any range training, and be allowed to transport his/her personally owned, departmentally-approved 9mm semi-automatic pistol or .38 caliber pistol.
- C. Voluntary 9mm/.38 Caliber Program:
 - 1. PAs may choose to carry a weapon from the departmentally-approved list of personal weapons. An Agent wishing to carry a 9mm or .38 caliber pistol may do so only after having successfully completed ~~CPOST~~ OTPD approved departmental instruction course. The Agent shall adhere to the rules, policies and directives of the Department in the use, carrying, wearing and maintenance of the weapon. This weapon may only be carried in the departmentally-approved holster(s).
 - 2. The agent shall attend the prescribed initial training program on his/her own time. Subsequent range training shall be on State time, but shall not cause the State to incur overtime costs. All subsequent attempts by the agent to requalify, after each routine quarterly requalification try — or other training ordered by the Range Master — shall be on the agent's own time.
 - 3. The Department shall be required to provide the agent departmentally-approved ammunition necessary to initially qualify on the optional weapon. The Department will provide ammunition for required requalification.
 - 4. The agent shall carry only departmentally-issued ammunition for on-duty use of the weapon.
- D. Working within budgetary and workload constraints, crisis intervention, self-defense, arrest procedures, and drug detection and identification training shall be provided annually.

- E. Should the employee fail to qualify on the first attempt, the employee shall be provided an opportunity to re-qualify as soon as possible. Any PA who fails to achieve a qualifying score within the quarter will surrender the firearm to the Regional Administrator or designee. If a PA, who as a condition of employment is issued a firearm, does not qualify within thirty (30) calendar days of the end of the calendar quarter in which he/she had failed, the PA shall be placed on leave without pay for no longer than two (2) months until said PA qualifies. Failure to qualify during this period of time will result in the PA being separated from State service pursuant to Government Code Section 19585, or other applicable Government Code section(s). However, the employee shall receive at least seven (7) days' written notice of separation from State service if personally served, and at least ten (10) days' written notice, if served by mail.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 18: CYA DJJ FIELD PAROLES

18.04 CYA DJJ Field PA Workload

- A. Cases that go into custody or on to missing status should have case count credit calculated at 1.0 after 30 days.
- B. Administrative caseloads will not be assigned to the case carrying Parole Agents. Telephonic contact for this caseload shall not routinely be handled by the Parole Agents. Emergency/crisis situations (e.g. violations) may be distributed on a rotational basis to case carriers currently below caseload maximum. However, immediate emergency/crisis situations may be assigned to the OD.
- C. In covering cases for Agents who are out on extended sick leave, high service/high risk cases will be equitably distributed to other PAs within the Parole unit. Agents receiving redistributed cases will not exceed the case credit maximum. The remaining cases will be placed on an administrative caseload.
- D. All Field Parole offices will routinely receive facsimile notification of Field PA vacancies (existing and/or newly created). Vacancies filled by management due to hardship or employee right of return will be designated on the notice form.
- E. CCPOA will be provided by January 1, 2002 or sooner the policy and procedures created to increase the cooperative efforts between ~~Institutions and Camps Branch~~ Division of Juvenile Facilities (DJF) and ~~Parole Services and Community Corrections Branch~~ Division of Juvenile Parole Operations (DJPO) concerning housing for parole violators.
- F. Once a supervisor approves deviations from casework standards, an office audit shall not be cause for an agent to receive discipline whether formal or informal.
- G. Only Sex Offender and Mental Health PA II Specialists will service and supervise Sex Offender and Mental Health cases. Training for those staff shall occur within six (6) months of assignment to service those specific cases.

Routine backup shall not be assigned to the PA Is. However, the cases that are stabilized may be reassigned to a PA I. Should these cases assigned to the PA I significantly impact the PA's workload, the agent may then request a meeting with their supervisor(s). As a result of the meeting the supervisor may:

 - 1. Reduce workload by lowering service contact level on appropriate Case Management case(s).
 - 2. Redistribute case to an administrative caseload.
 - 3. Reassign the case back to the PAII Specialist through the crisis case staffing process.
- H. Management agrees that student interns will not independently have case supervision responsibilities. Student interns may only assist case carrying PAs in the performance of the agent's duties under the direct supervision of the agent/supervisor.

PAs who regularly perform the following assignments will not be given case credits beyond 52:

- 1) Special programs; i.e., Academic programs; Parenting, Drug Abuse and Counseling, etc.
- 2) Institution Pre-Parole Classes
- 3) Gang Information Coordinator
- 4) Public Speaking/Job Fairs
- 5) Any and all additional parolee self-help groups, educational programs and/or community public relation projects.

These assignments shall be made by the following progressive procedure:

- 1) Announce the need for a volunteer at staff meeting
- 2) Approach Agents individually to **determine** interest
- 3) Assign an Agent with the understanding that they can decline
- 4) Make the assignment to the least senior Agent in the office who is not already carrying a secondary assignment.

Management agrees to free up PA time on their OD day by 1) developing uniform prioritized parole office clerical telephone answering procedures (rather than routinely sending most incoming calls to the OD).

PS&CC DJPO General Policy

To the extent possible, PA caseloads shall be balanced. Toward this end, Supervising or Assistant Supervising PAs will schedule caseload assessments during routine case conferences no less than quarterly. The following caseload assessment procedure will be utilized in maintenance of parole unit workload balance.

Step #1 Determine the total number of each case "type" and multiply that number by the case type "multiplier."

Case Type Count x Multiplier = Case Type Credit Total

Step #2 Add all case type credit totals for the caseload "case credit" total.

"x" Case Type Count x Multiplier = Case Type Credit Total

"y" Case Type Count x Multiplier = Case Type Credit Total

"z" Case Type Count x Multiplier = Case Type Credit Total

Total Caseload Credit (52, + or -5)

The assigned multiplier value for each case type is determined through dividing the standard or "base" caseload of 52 by the approved number of cases per caseload for that type of case (e.g., the EEPRP multiplier value is 3.5, or 52/15). Case count and multiplier values for designated case types are identified in the following table.

Case Type	Case Count	Multiplier
Intensive Re-Entry	15	3.50
EEPRP	15	3.50
Specialized (PA II)	30	1.75
Case Management/Z Cases	52 (base)	1.00
Substance Abuse Cases/GSP Pure Caseload	30	1.75

The procedure allows for mixing of differing types of cases (e.g., Specialized PA II) and cases assigned to programs with reduced case count assignment levels (e.g., EEPRP). In establishing and maintaining caseload equity, a deviation from the base 52 of plus or minus five (5) "cases" is acceptable, in consideration of periodic parole unit case count fluctuations and operational requirements.

Only PA II Specialists will receive 1.75 multiplier credit for CYA DJJ commitment cases designated "specialized." When other case types are included in a PA II Specialist caseload, the multiplier credit assigned those case types will be granted (see example Caseload No. 2).

Quarterly caseload reconciliation may include one or more of the following adjustments:

Provide overtime in accordance with PSM 2040 and Article 11.11 of the Collective Bargaining Agreement between the State and CCPOA. Any changes to 11.11 shall be reflected/applicable to the Agreement.

Fill vacant positions and/or new positions in a timely manner.

Reduce workload by reclassifying appropriate cases from Intensive Re-entry to Case Management so that "case count" is 57 or less. (LEAD and EEPRP Program cases may not be reclassified.)

Reduce workload by lowering service/contract contact level on appropriate Case Management cases. (This action does not impact "case count" reduction, but may be the only short term option available in remote "Resident Agent" locations.)

Redistribute cases to an administrative caseload (when the case carrying Agents are at caseload maximum) in the following order: Institutional Escapees, INS cases, Missing, Minimum Service Designated or In-Custody cases, Case Management cases, within parole unit, preferably at appropriate casework transaction points.

EQUITABLE CASELOAD EXAMPLES

	Case Type	Cases	Multiplier	Case Credit
Caseload #1	Intensive Re-Entry	5	3.50	17.5
	EEPRP	2	3.50	7.0
	Case Management	28	1.00	28.0
			Total	52.5
Caseload #2	Intensive Re-Entry	5	3.50	17.5
	Specialized (PA II)	20	1.75	35.0
			Total	52.5
Caseload #3	Intensive Re-Entry	7	3.50	24.5
	EEPRP	6	3.50	21.0
	Case Management	6	1.00	6.0
	Z-Case	1	1.00	1.0
			Total	52.5

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 19: CDC ADULT PAROLE AGENTS

19.01 CDC Adult PA Safety Equipment and Procedures

- A. The Department shall provide or otherwise make available to Parole Agents (PA), subject to the mandatory arming policy of the department, necessary safety equipment which includes, but is not limited to: handcuffs, chemical agents, distinguishable clothing, departmentally-issued weapons, ammunition carriers, holster, handcuff cases, waist chains, leg irons, "mag" type flash light with deadman's switch, first-aid kit, shooting trauma kit and CPR masks with a one-way valve.

The Department will establish a joint labor/management committee comprised of an equal number of representatives to research the feasibility of expandable baton use by Parole Agents. If research supports the use of expandable batons by Parole Agents, the Department shall pursue through fiscal augmentation request, the acquisition of expandable batons. This committee will be established within sixty (60) days of ratification of the MOU.

- B. The State will provide each Parole Agent in CDC Adult with an appropriately-sized protective soft body armor. All vests shall minimally be a Level 3A vest.
- C. Each Parole Agent assigned a state-owned vehicle shall also be assigned the following standard emergency equipment: fire extinguisher, reflectors, and jumper cables.
- D. Parolee Transportation from custody facilities. The parties agree that two (2) or more Agents may be utilized when safety concerns or other circumstances are present. Disputes regarding the staffing ratios will be first discussed with the immediate supervisor for resolution. If the parties do not agree with the first level response, then the issue may be brought to the attention of the District Administrator for immediate response.

Adjustments will be made when possible to avoid having PAs transport the above-referenced parolee on weekends or holidays.

~~The Department of Corrections~~ CDCR Adult will develop a process that will advise the PA of any and all immediate health concerns regarding the parolee, so that appropriate safety measures can be implemented (i.e., TB, Hepatitis, Bloodborne Pathogens).

Mechanical restraints may be utilized by the PA, within departmental guidelines, for the transport of these parolees.

The PA will be provided a safe and secure full-size vehicle for this transport. The options available to the PA in obtaining the full-size vehicle include, but are not limited to, renting a vehicle, utilizing a caged car, and a pool car.

- E. Parolees with Infectious Diseases:

1. The State will make available to all PAs, departmentally-approved disposable protective clothing kit to be used as needed. The disposable protective clothing kit will include a fluid-resistant coverall, eye-shield/goggle, latex gloves, disposable paper mask, TB masks and any other protective equipment deemed appropriate by the Department.
 2. The Department will continue to provide PAs updated information regarding departmental policy and procedures and other information concerning the handling of infectious inmates and parolees.
 3. The Department will provide to each parole unit, and update as needed, a listing of the designated ~~CDC~~ Adult Chief Medical Officers for each institution.
 4. The Department shall develop protocols for handling biohazardous material and adequately train each PA in the protocol. The State shall provide each PA with a bloodborne pathogen cleanup kit that would be carried in the PA's vehicle. Additionally, each parole unit/ complex, CCRC, shall have biohazardous material disposal "containers."
- F. The State shall provide each PA a "ready bag" suitable for storing the individually-assigned protective equipment. The State shall provide a gun locker and/or secured storage locker at the PA's worksite.
- G. In order to meet the short-term and long-term communication needs of PAs, the State shall establish a Telecommunications Committee, which shall meet as needed, but at least on a quarterly basis to explore and identify the options for acquiring an integrated system of mobile communication devices and capabilities. This joint labor/management committee will be comprised of equal numbers of representatives.
- H. The Department agrees, in principle, to the provision of a radio or and/or cellular telephone to each PA. The Department shall provide at least four (4) portable hand-held radios or cellular telephones for each parole unit. During fiscal year 2001-2002, the Department shall allocate adequate funds to purchase 500 hand-held radios. The purchase and distribution of radios will be determined by the Telecommunications Committee. The order to purchase 500 radios will be completed within sixty (60) days of the recommendation by the Telecommunications Committee. Upon receipt of the radios appropriately inventoried and programmed, distribution and familiarization will occur within ninety (90) days to enhance the existing minimum standard of four (4) hand-held radios or cellular telephones assigned to each parole unit.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 19: ~~CDC~~ ADULT PAROLE AGENTS

19.02 ~~CDC~~ Adult PA Training

- A. Each ~~CDC~~ Adult PA hired before January 1, 1988, may elect to be a non-armed Agent. All Agents hired after January 1, 1988, shall be armed. Optionally and mandatorily armed agents shall carry either the departmentally issued weapon, or a personal, departmentally-approved semi-automatic pistol, and ammunition.
 - 1. The departmentally-approved weapon will be a semi-automatic pistol.
 - 2. Those Agents currently approved to carry the .38 caliber revolver, either departmentally-issued or personal departmentally-approved, will continue to do so until those Agents opt to carry the departmentally-issued semi-automatic pistol.
- B. An Agent wishing to carry a personal, departmentally-approved semi-automatic pistol, may do so only after successfully completing ~~CPOST~~ OTPD approved departmental instruction course. The Department will authorize at the Parole Agent's expense, the ability to purchase and install Smith & Wesson approved options, i.e., night sights, adjustable sights, aftermarket stocks (grips) and factory authorized or approved modifications for accuracy and/or ease of use. The Agent shall adhere to the rules, policies and directives of the Department in the use, wearing and maintenance of the weapon. Participation in this program is voluntary. Prior to participation the PA must sign the "Participation Agreement." (See Appendix Item #4)
- C. This weapon may only be carried in properly designated holster(s) or fanny pack which have been approved by the Department.
- D. The Agent shall attend the prescribed initial optional weapons training program on State time.
 - 1. The Agent shall be allowed to drive his/her state vehicle to and from any range training, and be allowed to transport his/her personally owned, departmentally-approved weapon.
 - 2. The Department shall provide the Agent departmentally-approved ammunition necessary to initially qualify on the optional weapon and for quarterly requalifications.
 - 3. The Agent shall carry only departmentally-issued ammunition for on-duty use of the weapon.
- E. PAs shall be allowed to use ~~CDC~~ Adult ranges and/or permit/licensed private or public ranges for off-duty practice with either the state-issued weapon, or the Agent's personal, departmentally-approved weapon. Ammunition and/or permit/licensed private range fees will be incurred by the PA.

- F. Should the employee fail to qualify on the first attempt, the employee shall be provided an opportunity to re-qualify as soon as possible. Any PA who fails to achieve a qualifying score within the quarter will surrender the state-issued firearm to the Regional Parole Administrator or designee. If a PA, who as a condition of employment is issued a firearm, does not qualify within thirty (30) calendar days of the end of the calendar quarter in which he/she had failed, the PA shall be placed on leave without pay for no longer than sixty (60) calendar days until said PA qualifies. Failure to qualify during this period of time will result in the PA being separated from state service pursuant to Government Code Section 19585, or other applicable Government Code section(s). However, the employee shall receive at least seven (7) calendar days' written notice of separation from state service if personally served, and at least ten (10) calendar days' written notice, if served by mail.
- G. Parole Agents shall participate in the Parole Agent Safety and Tactical Training (PAST) pursuant to the Agreement reached between the parties on May 30, 2001. Parole Agents in LEIU and OSAP Division of Addiction and Recovery Services are exempt from the roll-out time frames referenced in this Agreement.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 19: ~~CDC~~ ADULT PAROLE AGENTS

19.03 ~~CDC~~ ADULT PA Work Week

A. Parole Agents (excluding PAL Agents)

The normal work schedule for ~~CDC~~ Adult PAs shall be a four (4) or five (5) day work week, as dictated by the workload, and approved by the supervisor in accordance with paragraph D. below. The Agent may schedule, with supervisory approval, other than an eight (8) or ten (10) hour day. The work week shall start on Monday and end on Sunday.

PAs may elect the daily start and stop times, with the exception of the Officer of the Day duty.

Work hours, subject to supervisor approval, will be scheduled between 6:00 a.m. and 10:00 p.m., except as emergency and operational needs dictate. The work day may include, at an employee's discretion, no meal break, or an optional one (1) hour, or one-half ($\frac{1}{2}$) hour meal break which shall occur approximately in the middle of the work day.

B. No work will be routinely scheduled between the hours of 10:00 p.m. and 6:00 a.m. Each work day will be a minimum of at least four (4) work hours and a maximum not to exceed twelve (12) work hours, except as emergency and operational needs dictate.

C. Work schedules shall include a minimum of four (4) evenings per month. These mandated evenings shall be in the field, except if previously waived by the supervisor. This waiver will be the exception rather than the norm. These mandated evenings each month will be worked until at least 7:00 p.m. **This shall not prohibit Agents from scheduling additional voluntary evenings.**

D. Each PA shall submit a proposed work schedule to the supervisor for each month at least seven (7) calendar days, but no more than fourteen (14) calendar days, prior to the beginning of the scheduled month for supervisory approval. The State shall develop and standardize a work schedule form to be utilized statewide. The schedule will represent all work hours which shall include all work days, weekend work, evening work, days off, Officer of the Day duties, four (4) hours of 7K activity, and other special assigned responsibilities.

The supervisor shall ensure that all Agents comply with the scheduling requirements of the contract and the meeting of operational needs. The supervisor shall approve the work schedule at least three (3) days prior to the scheduled month, unless it can be documented that the scheduled work hours as submitted would be detrimental to the needs of the office or would hinder the PA in the performance of his/her duties and responsibilities. **This documentation shall be provided if requested by the employee.** If the PA does not submit a monthly work schedule, the supervisor will assign the work schedule.

During the scheduled month, the supervisor may occasionally adjust the work hours based on operational needs with written justification to the PA. This adjustment shall not be intended to avoid the assignment of overtime. PA requested changes in the work schedules, excluding emergencies, will require prior supervisory approval. PAs will advise the supervisor of emergency changes no later than the next work day.

- E. Recognizing the need for representatives from local enforcement agencies to contact PAs during non-scheduled work hours and days about parolee/ inmates assigned to their supervision, PAs shall have their home telephone or contact number on file with all local law enforcement agencies in the geographical area covered by the PA's assigned unit. A state contracted answering service will comply with the above needs.
- F. Should a PA need to respond in person to such calls, the Agent shall receive a minimum of four (4) hours call-back and shall be compensated in accordance with other provisions of this MOU.
- G. Travel Time:
 - 1. Office days: When a PA has an "officer of the day duty" or when he/she has to go to the office at the beginning of his/her shift, the Agent shall be paid beginning at the time of arrival at the office, unless that agent began his/her workday in the field.
 - 2. Field days: When the PA leaves his/her home and travels to a field contact, hours of work shall start on the arrival of the Agent at the field contact location. If it takes longer to travel from the PA's home to the field contact location than the amount of time it takes the PA to travel from his/her home to the office, then the PA's work time shall start at the interval of time the PA usually uses to get to work.
 - 3. Emergencies or call-back: If the PA is requested to respond to an emergency or suffers any other work before arriving at the office, field contact location, or traveling for the period of time it usually takes to get to the office, the PA's work day shall start at the moment he/she suffers work.
 - 4. The Department shall enforce the forty (40) mile resident limit for all PAs with a home storage permit, except for the following counties: San Mateo, San Francisco, Monterey, Alameda, Santa Clara and Los Angeles will have a sixty-five (65) mile resident limit.
Parole Agents will not be administratively transferred more than forty (40) miles from their residence.
- H. Agents may work as two (2) person team(s) with prior supervisory approval.
- I. The Department shall attempt to provide reasonable advance notice of scheduled mandatory training.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 19: ~~CDC~~ ADULT PAROLE AGENTS

19.04 ~~CDC~~ Adult PA Standby

- A. Standby is defined as an assignment whereby a PA must remain physically and geographically able to respond when contacted by telephone or electronic paging device. The assignment shall be in addition to the Agent's normal work schedule.

The State will determine when and where standby assignments and back-up Agents' assignments will be made. The Parole Agent will be notified in writing at least three (3) working days prior to the start of the standby assignment. Operational needs may prevent the State from notifying the Parole Agent of the standby assignment three (3) working days prior to the assignment, however, the Parole Agent shall be notified in writing prior to the start of the standby assignment.
- B. Any time a PA is on standby, he/she shall receive two (2) hours of compensation per day (straight time pay).

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 19: CDC ADULT PAROLE AGENTS

19.05 CDC Adult PA Caseload Audits

- A. PA IIIs will complete all audits/roster reconciliations. The person performing the audit must, within ten (10) work days of the completion of the audit, provide to that PA a written summary of the audit. This will include deficiencies, requirements that are waived as a result of excessive caseload, and all departmentally-recognized absences, and those areas that the PA is performing to expectations or higher.
- B. Grievances under this section may be grieved according to Article VI of this MOU but shall only be arbitrable under the mini-arb process described in Section 6.13.
- C. This provision shall only apply to P&CSD DAPO PAs.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 19: CDC ADULT PAROLE AGENTS

19.07 CDC Adult Parole Agents

Assigned state vehicles for home storage for all CDC Adult PAs I, II and Parole Service Associates (PSA) assigned to institution-based revocation units, gang coordinators, jail liaison duties, INS/Deport Units, non-case carrying re-entry duties, Interstate Unit, Regional/Parole Headquarters, administrative or special assignments shall be subject to local agreements in each region.

- A. State vehicles may be made available for those parole staff at their work locations for use during the scheduled work day. A parole staff person, with prior supervisory approval, may be permitted temporary overnight home storage of a state vehicle based on workload or operational needs.
- B. PAs, with prior supervisory approval, may be authorized to use their private vehicle and be reimbursed for mileage.
- C. Specially funded programs which provide state vehicles for PAs I and II are excluded from this provision.
- D. State vehicles assigned to PAs shall have adequate trunk space to accommodate safety equipment. Depending on the availability of a vehicle with adequate trunk space, PAs currently assigned flexible fuel vehicles shall have the option of exchanging them.
- E. PAs will not be held liable for safety equipment stored in the passenger compartment of the flexible fuel vehicle that does not provide adequate storage space.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 20: CORRECTIONAL COUNSELORS

20.02 Correctional Counselor Workload

- A. ~~CDC~~ Adult shall provide equitable workload assignments for all Correctional Counselors within an institution. The status of Correctional Counselor workload assignments shall be monitored by management, and appropriate steps will be taken to balance the workload. Management shall authorize overtime, when necessary, or a reasonable accommodation will be made to avoid unrealistic work expectations. The Correctional Counselor I can request an accommodation in writing, and the Department has seven (7) calendar days to respond in writing. Management will reasonably accommodate by rescheduling his/her normal duties at another time, reassigning the duties to another Correctional Counselor, or authorizing overtime when a need exists.

Correctional Counselors utilized for short-term acting assignments which preclude them from performing their full range of normal duties shall be reasonably accommodated by rescheduling the normal duties at another time, reassigning the duties to another Correctional Counselor, or authorizing overtime when a critical need exists.

- B. The State shall fill vacant positions and/or new positions in a timely manner.
- C. In order to increase inmate access to counselors, Correctional Counselors shall be able to ducaat inmates for classification and other related casework subject to administrative approval.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 21: MEDICAL TECHNICAL ASSISTANTS

21.05 MTA Certification and License Renewal

- A. ~~CDG Adult~~, ~~CYA DJJ~~ and DMH agree to reimburse MTAs for the actual costs of renewing their professional license(s) and certification(s). Nothing in this section shall be construed to relieve MTAs of any requirement to maintain professional licenses, certificates, registrations, etc.
 - 1. Any MTA who fails to obtain and maintain the required licensure or certificate(s) will be immediately placed on Leave of Absence Without Pay.
 - 2. ~~CYA DJJ~~ agrees to only reimburse its MTAs for either the LVN or RN license, not both. Once a ~~CYA DJJ~~ MTA has obtained an RN license, the Department will only reimburse the MTA for the RN license.
 - 3. DMH agrees to reimburse its MTAs for either the LVN or PT license. Once an MTA has obtained a PT license, DMH will reimburse that MTA a minimum of \$90.
 - 4. ~~CDG Adult~~ agrees to reimburse its MTAs for either an LVN or RN license, but not both. If an MTA already has an RN license, that will be the license/renewal for which the Department will reimburse the MTA.
- B. Each Department agrees to reimburse MTAs who, with prior approval of the Appointing Authority, have incurred expenses as a result of satisfactorily completing continuing education courses approved by the Department and required to maintain a current licensure and/or recertification and continuing education requirements. Such reimbursement shall be limited to tuition and/or registration fees and cost of course-required books.
- C. Each department will assure that at least sixteen (16) hours of continuing education courses shall be made available to each MTA- per fiscal year. Unless sufficient continuing education courses are provided by the Department, MTAs shall be granted reasonable time off, not to exceed twenty-four (24) hours per fiscal year, without loss of regular pay, to attend continuing education courses scheduled during their normal working hours.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: Article 22: ~~CYA~~ DJJ INSTITUTIONAL PAROLE AGENTS/CASEWORK SPECIALISTS

22.02 ~~CYA~~ DJJ IPA and Casework Specialist Orientation

The ~~Institutions and Camps Branch~~ DJJ will provide orientation training course for IPAs and Casework Specialists in Section 4000 of the Institutions and Camps Branch Manual.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 22: ~~CYA~~ DJJ INSTITUTIONAL PAROLE AGENTS/CASEWORK SPECIALISTS

22.03 ~~CYA~~ DJJ IPA and Casework Specialist Workload

- A. The State shall continue to use budgetary staffing ratios for IPAs as established by the Legislature, which ranges from one hundred to one (100:1) down to fifty to one (50:1) wards/inmates per IPA depending upon the housing unit and/or program to which the IPA is assigned. IPAs shall, with prior approval from the supervisor, handle excess workload assignments on an overtime basis.
- B. Casework assigned to Casework Specialists shall be made in a consistent and equitable manner based on institutional needs.
- C. The State shall fill vacant positions and/or new positions in an expeditious and timely manner.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 24: CYA DJJ YOUTH CORRECTIONAL COUNSELORS AND YOUTH CORRECTIONAL OFFICERS

24.01 CYA DJJ Living Unit

The existing practice concerning hand-held radios shall continue at each facility/institution.

- A. Each living unit will be assigned at least two (2) hand-held radios, with the necessary charging equipment.
- B. The State will arrange to have enough radios available so that during each movement away from a living unit the Youth Correctional Counselor assigned to that movement can be issued a hand-held radio.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 24: ~~CYA~~ DJJ YOUTH CORRECTIONAL COUNSELORS AND YOUTH CORRECTIONAL OFFICERS

24.02 Youth Correctional Counselor/Shift Duties

Employees shall receive Post Orders and Duty Statements annually at the time of performance appraisal.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 24: ~~CYA~~ DJJ YOUTH CORRECTIONAL COUNSELORS AND YOUTH CORRECTIONAL OFFICERS

24.03 Youth Correctional Counselor Workload

- A. The Youth Correctional Counselor caseload will normally be eleven (11) wards. Youth Correctional Counselors shall, with prior approval from the supervisor, handle excess workload and caseload assignments on an overtime basis.
- B. Youth Correctional Counselor Workload
 - 1. ~~CYA~~ DJJ will establish a casework plan for each institution with Youth Correctional Counselors (YCC) which includes a formal casework schedule, identification of formalized casework responsibilities, a process for weekly verification of casework time, and definition of casework roles for the YCC, Senior Youth Correctional Counselor (SYCC), and IPA.
 - 2. Each institution, by living unit, will establish a monthly small group and casework schedule for each YCC. It is understood the amount of casework time relief may vary based on the level of formalized casework required during a given month.
 - 3. YCC casework will be prioritized at all institutions and camps operated by ~~CYA~~ DJJ. There are many potential casework priorities. Each YCC and his/her SYCC have a responsibility to discuss and evaluate specific casework priorities on a weekly basis. If there are any doubts on priority, the SYCC will make a final prioritization of specified casework assignments.
 - a. Orientation
 - (1) Workload
 - (2) Special Program Needs
 - b. Case Reports
 - (1) M-Case Reports where applicable
 - (a) File Maintenance
 - (b) Counseling Chrono
 - (c) File Review
 - (d) Behavior Reports
 - (e) Program Credits
 - (2) ~~YOPB~~ BPH Board Reports
 - (3) Annual Reports
 - (a) File Maintenance (Unit)
 - (b) Counseling Chrono
 - (c) File Review
 - (d) Behavior Reports
 - (e) Program Credits
 - (4) Parole Planning

- (5) Transfer Summaries
 - (6) ICC Report
 - (a) ICC Forms
 - (7) Special Contracts/Reports (option by institution)
 - (8) Design for Living Requirements where applicable
 - c. Formal Counseling (Individual/Small/Large Group)
 - (1) Commitment Offense and Victim Awareness
 - (2) Counseling Chronos
 - (3) Small Group Documentation — Individual, Small & Large Group Counseling
 - (4) Behavior Reports
 - (5) Living Unit Log
 - d. Case Conference Meeting
 - (1) Case Conference Staff Feedback Form
 - e. WEPD
 - f. Camp Eligibility
 - g. Program Placement
4. SYCC will provide a daily schedule of preassigned casework and small group time for the living unit.
 5. It will be the SYCC's responsibility to provide the YCC with sufficient opportunity to use the assigned casework and small group time to complete his/her formalized casework.
 6. YCCs and SYCCs will meet to discuss casework needs and modify the schedules monthly. By the 25th day of each calendar month, the IPA and SYCC must inform each YCC who provides casework to the PA, what reports and other casework are due between zero and thirty (0-30) calendar days from the beginning of the upcoming calendar month and what reports and other casework are due between thirty-one (31) and sixty (60) calendar days from the beginning of the upcoming calendar month. The YCC will provide the SYCC with an estimate of how much casework time the YCC needs during the next month.
 7. Using a negotiated format, the YCC will verify his/her ability to use casework time on a daily basis. A Casework Verification Form (CVF), is an example of such a verification sheet.
 8. On a weekly basis, the SYCC will assess the availability of casework time for the YCCs. Regardless of the reason for the lost time, all lost time is to be replaced within two (2) calendar weeks or ten (10) work days.
 9. The appropriate Treatment Team Supervisor (TTS) will review the assignment and availability of casework every two (2) weeks as recorded on the CVF. The TTS will monitor the effort to provide an equitable distribution of casework time and, where available and necessary, casework relief coverage to all YCCs.
 10. Each Superintendent will provide, upon request, the local CCPOA Chapter President or a designee, copies of the CVF, living unit schedules, and negotiated assignment and verification sheets to substantiate the allocation of formalized casework time. These documents shall be maintained for a period of one (1) year, and made available to the Chief Job Steward to copy in cases of dispute.

11. The parties agree to establish local Forms Management Committees to review the paperwork currently required as part of the YCC's overall casework responsibilities. They will make every effort to ensure the casework process is efficient and timely.
- C. For casework purposes, YCCs will be permitted to hold back or have brought to them wards who are assigned in school and trade. Since casework is an integral part of the CYA DJJ program, casework will be considered part of the CYA's DJJ's educational and rehabilitative program.
- The Program Manager will monitor all hold-backs or callbacks to ensure that they do not impact on required attendance or the function of any work/trade program. The Program Manager will not arbitrarily and capriciously withhold approval.
- D. It is recognized that a committee is currently evaluating the staffing patterns for the living units. Should that committee's recommendations impact this section, the parties agree to re-open this section.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 24: CYA YOUTH CORRECTIONAL COUNSELORS AND YOUTH
CORRECTIONAL OFFICERS

24.06 YCC Voluntary Demotion

YCCs shall be able to apply for vacant YCO positions within their institution/facility consistent with the seniority provisions contained in this MOU. Demotion to YCO shall be effective on the date the YCC is awarded the YCO post.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 24: ~~CYA~~ DJJ YOUTH CORRECTIONAL COUNSELORS AND YOUTH CORRECTIONAL OFFICERS

24.07 CYA DJJ Incident Debriefing

Designated management or supervisory staff will interview affected staff immediately following the settling of any major incident or disturbance within one and one-half (1½) hours of the incident, and no later than the end of the shift. The purpose of this interview will be to assess whether the affected staff has undergone any negative impact. If, in the supervisor's opinion, the affected staff has undergone a negative impact, it will be the responsibility of the designated manager or supervisor to refer that employee to the appropriate agency, or provider of the necessary services.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 24: CYA YOUTH CORRECTIONAL COUNSELORS AND YOUTH
CORRECTIONAL OFFICERS

24.08 PIE Usage Behind YCCs

When a PIE is assigned YCC casework relief, supervisory staff should not be permitted to use the PIE to be relieved from their (the supervisor's) duties.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 24: CYA DJJ YOUTH CORRECTIONAL COUNSELORS AND YOUTH CORRECTIONAL OFFICERS

24.09 Post Assignment by Seniority for YCOs

- A. There shall be seventy percent (70%) of the YCO post assignments in CYA DJJ allotted according to seniority. Once a YCO successfully bids for a seniority assignment, he/she shall not be eligible to bid again for a twelve (12) month period of time.
- B. In order to remain in the post assignment of choice, the senior employee must maintain a satisfactory level of performance.

If there is no interest in the vacant "seniority" post assignment, management shall fill the assignment by existing rules, policies, and practices. For those post assignments retained by management, existing rules, policies, and practices, with regard to filling vacancies, shall remain in effect.

Management shall have the discretion to review and redesignate the selected post assignments. Nothing in this section shall diminish management's right to carry out departmental goals and objectives nor interfere with management's rights to meet operational needs in making post assignments. The aforesaid will not be done in an arbitrary or capricious manner.

CYA DJJ agrees not to alter existing "day off" patterns, unless the local Chapter President and the Appointing Authority mutually agree to do so.

- C. If the local CCPOA Chief Job Steward is a YCO, the Department will hold one (1) seniority second watch assignment with Saturdays and Sundays off vacant for that Chief Job Steward or the Chief Job Steward may use "super seniority" to bid upon any available post. In the event the Chief Job Steward uses "super seniority" to bid upon an available post, the second watch assignment with Saturdays and Sundays off held vacant will revert to conditional bid.
- D. In the event the employer has a legitimate reason to change a seniority bid, the following will occur:
 - 1. The local Chief Job Steward and the impacted employee must be notified in writing prior to the change as to the specific reasons for the change.
 - 2. The impacted employee may either: (a) remain in the position, (b) bid to a vacant seniority bid position, or (c) request placement and be placed in a management position with the same RDOs and substantially similar start and stop times as the employee's original bid position. In this latter case, the employee may not remain in the management position longer than twelve (12) months without prior management approval.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 25: CAMPS

25.01 CDC/CYA Adult/DJJ Camp Files

- A. The State will provide a copy of an employee's personnel file via the US Postal Service mail process upon his/her request.
- B. The State will ensure that the supervisory file will be maintained at the camp to which the employee is currently assigned. These files will be maintained in a central location under lock and key and accessible to the employee at his/her request.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 25: CAMPS

25.02 ~~CDC~~ Adult Continuous Hours of Work/Dead Time/Emergencies

- A. Section 11.03 shall not apply to camp officers during emergencies. Once an officer has returned to the camp from an extended emergency (three [3] days and over), the officer shall be afforded one (1) hour to complete all paperwork and clean and repack equipment in order to be ready for the next fire. If, at that point, the officer has put in sixteen (16) or more continuous hours of work, the Department representative shall ask the officer if he/she is able to complete the officer's shift. If not, the officer shall be allowed to go home and have at least an eight (8) hour break. If the officer feels that the officer can complete that shift, the officer shall be allowed to do so and then be allowed the eight (8) hour break.
- B. In the event that an employee has been involuntarily ordered over and works more than sixteen (16) hours in camp, the employee will be given an eight (8) hour break. If the eight (8) hour break extends into the employee's next regularly scheduled shift, the employee shall receive paid administrative time off for the hours of the break that extended into the shift.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 26: PERMANENT INTERMITTENT APPOINTMENTS

26.01 Permanent Intermittent Appointments

- A. A Permanent Intermittent appointment is an appointment in which the employee is to work periodically or for a fluctuating portion of the full-time work schedule. A Permanent Intermittent Employee (PIE) may work up to two thousand (2,000) hours in any calendar year.

The number of hours and schedule of work shall be determined based upon the operational needs of each department. The State will make every effort to offer each PIE, not otherwise employed by the State, an average of one hundred (100) hours of work per pay period provided that work is available and the employee is ready, willing, and able to work as needed. The employer is not obligated to offer any hours to a PIE who holds or secures a full-time appointment with any State agency.

- B. ~~Each~~ The department may establish an exclusive pool of PIEs based upon operational need.

1. ~~Each~~ The department will endeavor to provide PIEs reasonable advance notice of their work schedule.

C. Availability to Work

1. Except in camp settings, PIEs must be available to work all available shifts.
2. PIEs may be assigned regular days off, to a specific watch or area, except by local agreement or when an institutional need arises.
3. In ~~CDG Adult~~ Adult, work assignments will be offered to PIEs based on an alphabetical rotational basis.
4. In ~~CDG Adult~~ Adult, PIEs may be assigned to a post in two (2) week increments. PIEs assigned to these posts will be rotated using the continuous alphabetical listing every two (2) weeks.
5. In ~~CDG Adult~~ Adult, once a PIE accepts work or refuses to work, or contact with the employee was unsuccessful, the employee will not be offered another assignment until his/her name reappears on the alphabetical rotation list.
6. Any refusal to work other than for reasons of verified illness (self or family), jury duty, or military obligations constitutes a waiver.
7. Definitions:
 - a. Contact: Verbal contact with the PIE or other adult living at the PIE's address, a page, or message left on voice mail or an answering machine.
 - b. Waiver: Verbal refusal by the employee to work when offered a work assignment. Failure to respond to an electronic page, voice mail message, or answering machine message does not constitute a waiver.

8. Only three (3) waivers in a twelve (12) month period are permitted. The fourth waiver to accept a work assignment within a twelve (12) month period may result in non-punitive termination proceedings.

D. Nonavailability

1. Upon request, the Appointing Authority may grant a PIE a period of nonavailability not to exceed twelve (12) months during which the employee shall not be charged with a waiver. Nonavailability may be granted based on the employee's enrollment in an educational program or hardship based on a documented family health care problem.
2. Approved nonavailability status may impact the hours of work available to the employee.
3. The period of nonavailability may be revoked based on operational needs.
4. An employee on nonavailability status who files for unemployment insurance benefits shall be immediately removed from such status.

E. The Appointing Authority or designee may grant a PIE limited availability.

- F. A PIE earns one (1) "qualifying pay period" for every one hundred sixty (160) hours of paid employment in a monthly pay period or accumulated pay periods. The hours of paid employment in excess of one hundred sixty (160) hours in a monthly pay period shall not be counted or accumulated. When an employee has a break in service or changes to full-time, any combination of time worked which does not equal one (1) qualifying pay period of full-time service shall not be counted or accumulated.

G. Retirement

A PIE qualifies for retirement membership after working one thousand (1,000) hours in a fiscal year (July 1 through June 30). All hours paid in a pay period are credited toward retirement membership eligibility.

After accruing one thousand (1,000) hours in a fiscal year, a portion of each employee's monthly pay is deducted and put into the retirement fund. In addition, the State contributes an amount on an employee's behalf each month according to a formula.

- H. ~~Each The~~ department will establish a date by which its PIEs shall receive their regular pay.

- I. All remaining conditions of employment that relate to the employee shall be administered in accordance with applicable rules and regulations, unless modified by this MOU.

J. Change in Time Base to Full-Time

1. To be considered for a change in time base, the PIE must:
 - a. Be eligible for a change in time base pursuant to SPB Rule 277, or be reachable on the CO eligibility list; **and**
 - b. Have a satisfactory performance evaluation for the prior six (6) month period or term of service, whichever is shortest. Satisfactory performance is an overall average of standard or above on the employee's most recent performance evaluation.
2. Once eligibility is determined, appointments to full-time positions will be made in accordance with Bargaining Unit 6 Institutional Seniority. Tie breakers shall be made in the following order:
 - a. Total Bargaining Unit 6 Seniority;

- b. Score on CO Eligibility List;
- c. Last four digits of the Social Security Number (ascending order).

K. The number of PIEs in the classification of CO at each institution in ~~CDC~~ Adult as a general rule, will not exceed twelve percent (12%) of the institutions' budgetarily-authorized CO position count. The cap may be exceeded, upon discussion with the local CCPOA Chapter President due to the following:

1. Change in status is requested by employee in writing and approved by the Appointing Authority to go from Permanent Full-Time to Permanent Intermittent.
2. When a PIE has requested in writing and has been approved by the Appointing Authority to work less than the full number of hours available to all PIEs at the institution. This exception applies when the employee works less than one hundred (100) hours.
3. Where the institution is authorized to conduct an activity or program and has been funded for said activity or program in lieu of PYs. In most instances this would be a temporary situation pending submittal and approval of a Budget Change Proposal.
4. Assignment of PIEs from the Academy when: (a) the PIE was not requested by the Appointing Authority, or (b) the PIE was requested but the need for the PIE no longer exists.
5. Where a deactivation has occurred resulting in an overage of Permanent Full-Time Employees.
6. A PIE who has declined an offer of full-time employment may not be included as an exception as it applies to K. 1., and K. 4., above.

No PIE shall be subject to an involuntary transfer or layoff as a result of implementation of this section.

Where the cap has been exceeded and the reason for it no longer exists, the institution will meet with the local CCPOA Chapter President to discuss a plan to return to the authorized level.

Disputes concerning this section shall first be brought to the attention of the Warden or designee within ten (10) calendar days of having knowledge of the alleged violation. After a face-to-face meeting with the Warden, the Warden will respond to the local Chapter President within ten (10) calendar days.

If not satisfied with the Warden's response, the matter may be appealed to the ~~Regional Administrator~~ Associate Director within five (5) calendar days of receipt of the response. The ~~Regional Administrator~~ Associate Director shall review all appeals at a monthly meeting, if requested by the Union. Otherwise the ~~Regional Administrator~~ Associate Director shall respond to the Union within ten (10) calendar days of receipt of the appeal.

If not satisfied with the response of the ~~Regional Administrator~~ Associate Director, the Union may appeal to the ~~Director~~ Secretary as the final level of appeal via the Chief Deputy Director within ten (10) calendar days of receipt of the response. The ~~Director~~ Secretary has the right to determine the remedy should there be a determination that a violation has occurred.

The established timelines may be extended by mutual agreement of the parties.

Any modification of the statewide cap in this section is subject to the notification process in accordance with Section 27.01, Entire Agreement.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 26: PERMANENT INTERMITTENT APPOINTMENTS

26.02 Minimum Work Time for Intermittent Employees

- A. When an intermittent employee is offered an assignment of less than four (4) hours, the employee may decline the assignment without the refusal being counted as a waiver under Section 26.01. Employees declining an assignment shall maintain their position on the hire list.
- B. Anytime an intermittent is ordered to work, the employee shall be credited with a minimum of four (4) hours of work. For the purposes of this section, "ordered to work" is defined as any offer of work that, if declined, would constitute a waiver under Section 26.01 of the MOU.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 27: APPLICATION AND DURATION

27.02 Application of Agreement

Consistent with the Preamble to this Agreement, it is mutually agreed by both parties that all agreements reached in this MOU shall not be arbitrarily, capriciously, discriminatorily or unreasonably applied or denied.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: APPENDIX

APPENDIX ITEM #1 — Addendum To 6.07 B.

SUPERVISOR'S INFORMAL GRIEVANCE WORKSHEET

Grievance Log No.:	
Date Received:	
Date Discussed With Employee:	
Date Copy Given to Employee:	
THE FOLLOWING TO BE COMPLETED BY THE EMPLOYEE:	
Employee's Name:	
Institution/Facility:	
Grievance Issue (Summarize):	
Grievance Remedy Requested:	
THE FOLLOWING TO BE COMPLETED BY THE SUPERVISOR:	
(Check one and describe)	
<input type="checkbox"/> A. I have been able to resolve this matter by taking the following action:	
<input type="checkbox"/> B. I have been able to partially resolve this matter by taking the following action:	
<input type="checkbox"/> C. I have been unable to resolve this matter due to the following reasons:	
Supervisor's Name:	Date:

PROCESSING INSTRUCTIONS:

If the grievance is resolved, no written documentation is necessary. If the grievance is not

resolved, the supervisor must complete this worksheet and give a copy to the employee within seven (7) calendar days.

Please attach supporting documentation if necessary.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: APPENDIX

APPENDIX ITEM #4 — Addendum To Section 19.02 B.

CDC Adult

PARTICIPATION AGREEMENT SEMI-AUTOMATIC PISTOL PROGRAM

I, the undersigned, do hereby acknowledge that I have read and agree to abide by the following conditions pertaining to my participation in the Semi-Automatic Pistol Program:

1. I understand that participation in the Program is voluntary.

_____ Agent's Initials

2. I understand that I will not be authorized to carry the personally-owned semi-automatic pistol on duty until I have successfully completed instruction provided by the Department and I have qualified on the firing range.

_____ Agent's Initials

3. I agree that if I choose to carry the personally-owned semi-automatic pistol, I will do so only as demonstrated during the approved instruction course, only in a properly designated holster which has been approved by the Department and which is securely affixed to my person.

_____ Agent's Initials

4. I understand that I will be allowed to participate in the Program with the personally-owned semi-automatic pistol so long as the pistol has a de-cock lever/safety lever and is double action on the first shot.

_____ Agent's Initials

5. I agree to register with the Department (all) the personally-owned semi-automatic pistols I intend to utilize under this Program prior to my participation in the Program.

_____ Agent's Initials

6. I agree to permit the Department to inspect my personally-owned semi-automatic pistol prior to having the weapon repaired or modified and further agree to have the weapon reinspected by the Department after said repair or modifications.

_____ Agent's Initials

7. I agree to permit the Department to inspect my weapon on the range prior to each qualification or more frequently if the Range Master/supervisor deems it necessary. This may include temporary relinquishment of the weapon to the Department for further inspection, at the Department's option.

_____ Agent's Initials

8. I agree to carry only that ammunition authorized by the Department while participating in this Program.

_____ Agent's Initials

9. I understand that I will be required to maintain a qualifying score during quarterly qualifications with the personally-owned semi-automatic pistol throughout the period of time of my participating in this Program.

_____ Agent's Initials

10. I agree to abide by all safety standards developed by the Department relating to the use of the personally-owned semi-automatic pistol and all other related departmental firearms policies.

_____ Agent's Initials

11. I agree to complete any and all questionnaires submitted to me regarding the personally-owned semi-automatic pistol during my participation in the Program.

_____ Agent's Initials

12. I understand that at the conclusion of my participation in this Program or upon my no longer being a PA, neither the State nor the Department will be under any obligation to reimburse me for any expenses incurred during the course of the Program.

_____ Agent's Initials

13. I understand that I must purchase, at my own expense, the firearm, two (2) additional ammunition magazines (if a semi-automatic pistol is used), a departmentally-approved holster and ammunition pouches necessary for participation in this Program. I further agree to maintain the weapon according to factory specifications and that the weapon is not to be modified or altered in any manner except for specialized grips or grip adapters or changes necessary for left-handed shooters.

_____ Agent's Initials

14. I understand that failure to conform to the conditions outlined herein will result in my removal from the Program and could result in disciplinary action.

_____ Agent's Initials

15. I understand that by signing this document I am agreeing to hold the State harmless against any claims made of any nature and against any suit initiated against the State arising from my off-duty use of said weapon.

_____ Agent's Initials

16. I understand that, under California Penal Code, Section 830.5, the Director or his designee may deny or revoke, for good cause, my right to carry a firearm off- duty.

_____ Agent's Initials

Supervisor Reviewing		Date:
NAME (Last)	(First)	(MI)
Badge #:	Parole Region:	
Signature		Date

Weapon Model:	_____	Serial #:	_____
Weapon Model:	_____	Serial #:	_____
Weapon Model:	_____	Serial #:	_____

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: APPENDIX

APPENDIX ITEM #5 — Addendum To Section 18.01

CYA DJJ

PARTICIPATION AGREEMENT

9mm SEMI-AUTOMATIC PISTOL PROGRAM & .38 CALIBER REVOLVER PROGRAM

I, the undersigned, do hereby acknowledge that I have read and agree to abide by the following conditions pertaining to my participation in the 9mm Semi-Automatic Pistol Program or .38 Caliber Revolver Program:

1. I understand that participation in the Program is voluntary.

_____ Agent's Initials

2. I understand that I will not be authorized to carry the personally-owned 9mm semi-automatic pistol or personally-owned .38 caliber revolver on duty until I have successfully completed instruction provided by the Department and I have qualified on the firing range.

_____ Agent's Initials

3. I agree that if I choose to carry the personally-owned 9mm semi-automatic pistol or the personally-owned .38 caliber revolver, I will do so only as demonstrated during the approved instruction course, only in a properly designated holster which has been approved by the Department and which is securely affixed to my person.

_____ Agent's Initials

- 4 a. I understand that I will be allowed to participate in the Program with the personally-owned 9mm semi-automatic pistol so long as the pistol has a de-cock lever/safety lever and is double action on the first shot.

_____ Agent's Initials

- 4 b. I understand that I will be allowed to participate in the Program with the personally-

owned .38 caliber revolver listed below.

_____ Agent's Initials

**SMITH & WESSON MODELS 60 OR 64
(NON-UNIFORMED, ON-DUTY)**

5. I agree to register with the Department (all) the personally-owned 9mm semi-automatic pistols and personally-owned .38 caliber revolvers I intend to utilize under this Program prior to my participation in the Program.

_____ Agent's Initials

6. I agree to permit the Department to inspect my personally-owned 9mm semi-automatic pistol or personally-owned .38 caliber revolver prior to having the weapon repaired or modified and further agree to have the weapon reinspected by the Department after said repair or modifications.

_____ Agent's Initials

7. I agree to permit the Department to inspect my weapon on the range prior to each qualification or more frequently if the Range Master/supervisor deems it necessary. This may include temporary relinquishment of the weapon to the Department for further inspection at the Department's option.

_____ Agent's Initials

8. I agree to carry only that ammunition authorized by the Department while participating in this Program.

_____ Agent's Initials

9. I understand that I will be required to maintain a qualifying score during quarterly qualifications with the personally-owned 9mm semi-automatic pistol or personally-owned .38 caliber revolver, throughout the period of time of my participating in this Program.

_____ Agent's Initials

10. I agree to abide by all safety standards developed by the Department relating to the use of the personally-owned 9mm semi-automatic pistol or personally-owned .38 caliber revolver, and all other related departmental firearms policies.

_____ Agent's Initials

11. I agree to complete any and all questionnaires submitted to me regarding the personally-

owned 9mm semi-automatic pistol or personally-owned .38 caliber revolver, during my participation in the Program.

_____Agent's Initials

12. I understand that at the conclusion of my participation in this Program or upon my no longer being a PA, neither the State nor the Department will be under any obligation to reimburse me for any expenses incurred during the course of the Program.

_____Agent's Initials

13. I understand that I must purchase, at my own expense, the firearm, two (2) additional ammunition magazines (if a 9mm, semi-automatic pistol is used), a departmentally-approved holster and ammunition pouches necessary for participation in this Program. I further agree to maintain the weapon according to factory specifications and that the weapon is not to be modified or altered in any manner except for specialized grips or grip adapters or changes necessary for left-handed shooters.

_____Agent's Initials

14. I understand that failure to conform to the conditions outlined herein will result in my removal from the Program and could result in disciplinary action.

_____Agent's Initials

15. I understand that by signing this document I am agreeing to hold the State harmless against any claims made of any nature and against any suit initiated against the State arising from my off-duty use of said weapon.

_____Agent's Initials

16. I understand that, under California Penal Code, Section 830.5, the Director or his designee may deny or revoke, for good cause, my right to carry a firearm off- duty.

_____Agent's Initials

Supervisor Reviewing		Date:
NAME (Last)	(First)	(MI)
Badge #:	Parole Region:	
Signature		Date

Weapon Model:	_____	Serial #:	_____
Weapon Model:	_____	Serial #:	_____
Weapon Model:	_____	Serial #:	_____

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: SIDELETTERS

SIDELETTER #13 – REGARDING SECTION 18.04 — CYA DJJ FIELD PA WORKLOAD

It is understood that the "General Policy" section of Section 18.04 represents the current PS&CC Branch DJPO policy and, therefore, is grievable up to Step 3 of the grievance procedure pursuant to Section 6.02(b) of the MOU. It is further agreed that if the Department changes the "PS&CC General Policy," a notice letter will be sent to CCPOA, and, if requested negotiations will ensue over the impact of the change.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: SIDELETTERS

SIDELETTER #14 REGARDING PROPOSED COURT ORDERS

Every time a court, a judge, or a special master proposes (or has a motion before him/her) to enter an order that may impact terms and conditions of employment, the State employer shall notify CCPOA's Chief of Labor in writing as soon as possible of the proposed order and the hearing date relative thereto.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: SIDELETTERS

SIDELETTER #19 REGARDING 12.04 CDC ~~Adult~~/PAROLE AND COMMUNITY SERVICES DIVISION (P&CSD) DIVISION OF ADULT PAROLE OPERATIONS (DAPO) TRANSFERS

- A. For the purpose of filling vacant Revocation, Reentry, USINS, and field Parole Agent (PA) I/II positions by lateral transfer, agents may permanently request to transfer to another location, within the employee's department and classification. A vacancy exists when a position needs to be filled. If the vacant position is not assigned to a specific region, it shall be assigned to the region where the work site is located.
- B. Each region shall maintain a list of Parole Agents who are requesting to transfer to an assignment in the receiving region. Agents will submit their transfer request utilizing a CDC 923 form, which will include their location preference by Unit. Transfer requests will be kept on file between July 1 and June 30 of the following year, with continuous filing available. The employee's written requests shall be placed in seniority order with those of others who have similarly filed a request to the same position at the same location. The Appointing Authority or Designee shall provide the employee submitting a request for transfer with an acknowledgment of receipt of the transfer request. Employee transfer requests shall be kept on file at the location through June 30 of each fiscal year or removed earlier at the request of the employee. At the request of the CCPOA Chapter President, the BU 6 seniority request for transfer list will be furnished to the Chapter President or the Regional Representative. During the bid month, vacancies will be filled in the following manner: One vacancy will be filled by BU 6 seniority in accordance with the ERT process. The next vacancy will be filled at management's discretion, etc.
- C. The bid process is a bi-annual bid during the months of March and September commencing March 2002. Effective January 2003, the bid process shall be quarterly. The eligible bid months shall be January, April, July and October. The bid process will continue with quarterly bid months.
- D. The Department shall provide the Parole Agent with the most BU 6 seniority on the transfer list with written notification of all available vacant Parole Agent positions within the region for which he/she has expressed interest. The Unit 6 employee shall have up to two (2) workdays to respond from the date the offer was personally received.
- E. The State shall provide documentation confirming the most senior BU 6 employee has accepted an offered position.
- F. Once a Parole Agent has successfully received a lateral transfer utilizing this process, the PA shall be exempt from this process until twenty-four (24) months after their appointment date.
- G. No apprentices will be allowed to participate in this process.
- H. If there is no interest in vacant positions by employees utilizing BU 6 seniority, management shall fill the vacancy by existing rules, policies and practices. The next vacancy will be offered utilizing BU 6 seniority.

- I. Employees eligible to participate in this process will be approved unless there is clear evidence that such a transfer would be adverse to the best interest of the Department, for example, such as an overall unsatisfactory performance evaluation within twelve (12) months of a transfer offer or an adverse action given within the last three (3) years of a transfer offer. If an employee is not approved for transfer, he/she must be informed in writing within fifteen (15) calendar days of the specific reasons for said denial.
- J. Selected employees shall have a report date for their new assignment which will be not more than thirty (30) calendar days from their notification date.
- K. Parole Agents successful in their bid for a lateral transfer shall not be entitled to any relocation and/or travel expenses.
- L. Nothing in this section precludes management from transferring employees for safety, security or legitimate operational reasons.